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Transcript Exhibit(s)

ARIZONA CORPORATION COMMISSION
DOCKET CONTROL

Docket #(s): S-20867A-12-0459

Arizona Corporation Commission

DOCKETED

MAY 29 2014

DOCKETED BY	<u>nr</u>
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Exhibit #: S110-S117, S119-S135

Part 12 of 19

Amendment to Contract

As of March 31, 2011, the contract between **Tri-Core Mexico Land Development** and

John Ploof signed and dated 11/07/2007 is changed as follows:

This contract is extended beyond the original 24 month period. During the extension period your principal monies will be earning interest at 20% simple interest per annum. This extension is in force until replaced by another amendment or funds are paid in full.

All other terms and conditions stated in your promissory note dated 11/07/2007, except for the above noted maturity date extension and interest rate modification for extended maturity period only, shall remain in full force and effect.

All other terms and conditions except as noted above as stated in the Tri-Core Mexico Land Development LLC Private Placement Memorandum dated May 1, 2007 remains in full force and effect.

Signed and Agreed:

James L. Stevens Representative of: Tri-Core Mexico Land Development LLC

signature _____

Title: President & Managing Partner

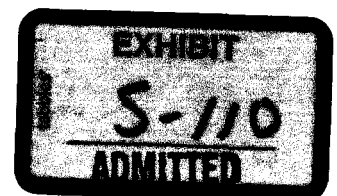
Date: April 21, 2011

John Ploof

signature _____

Title: Investor

Date: 06/05/11



ACC010544
FILE #8337

Print Name of Subscriber: Lynn Ploof

Amount Loaned: \$10,000.00

Number of Notes: Two (2)

Subscription Agreement

To: Tri-Core Mexico Land Development, LLC
8840 E. Chaparral Road
Suite 150
Scottsdale, AZ 85250

Gentlemen:

1. Subscription. The undersigned hereby subscribes for Two (2) Notes of Tri-Core Mexico Land Development, LLC (the "Company"), an Arizona Limited Liability Company, and agrees to loan to the Company Five Thousand (\$5,000) Dollars per Note for an aggregate loan of \$10,000.00 (the "Loan Amount") upon the terms and subject to the conditions (a) set forth herein, and (b) described in the Confidential Private Placement Memorandum ("Private Placement Memorandum") dated May 1, 2007 together with all exhibits thereto and materials included therewith, and all supplements, if any, related to this offering. The minimum loan is Five Thousand (\$5,000) Dollars, but the Company has the discretion to offer fractional Notes for loans less than the minimum.

2. Note Offering. The Company is offering a maximum of Seven Hundred (700) Notes at Five Thousand (\$5,000) Dollars per Note, with a minimum subscription of one (1) Note (the "Offering"). The maximum aggregate loan to the Company from this Offering will be Three Million Five Hundred Thousand (\$3,500,000) Dollars. The Offering is being made to a limited number of investors pursuant to an exemption available under the Securities Act of 1933 (the "Act"), specifically Rule 506 promulgated under Regulation D, and under certain other laws, including the securities law of certain states.

3. Documents to Be Delivered. The undersigned is delivering to the Company executed copies of this Subscription Agreement (the "Agreement"), the Note(s), Offeree Questionnaire, and all other applicable exhibits and documents (the "Subscription Documents"). The Subscription Documents should be delivered to Tri-Core Mexico Land Development, LLC, at 8840 E. Chaparral Road, Suite 150, Scottsdale, AZ 85250. The undersigned understands and agrees that he or it will not become a "Holder" of the Note(s) and the Company shall not become a "Maker" of the Note(s) unless and until the Agreement and Note(s) are executed by the Company.



Print Address of Residence:

Print Telephone Number:

The investor is **PARTNERSHIP, CORPORATION, TRUST OR OTHER ENTITY**, complete the following:

The undersigned (circle one) **[is] [is not]** a foreign partnership, foreign corporation, trust or foreign estate (as defined in the Internal Revenue Code of 1986, as amended, and the treasury regulations promulgated there under).

American Pension Services Custodian

FBO Lynn Ploof, Account #8935

Print Name of Partnership, Corporation, Trust or Entity

Title of Authorized Representative


Signature of Authorized Representative

Sandy, UT (Salt Lake County)
Print Jurisdiction of Organization or Incorporation

LYNN PLOOF
Print Name of Authorized Representative

Print Federal Tax Identification Number

Print Address of Residence:

Print Telephone Number:


 **AZ**



ACCEPTANCE

The terms of the foregoing, including the subscription described therein, are agreed to and accepted on this 7th day of November, 2007.

**TRI-CORE MEXICO LAND
DEVELOPMENT, LLC**

By:  **11-7-07**

the parties, their successors and, subject to the above limitation, their assigns, and shall not be enforceable by any third party.

(b) **Entire Agreement.** This Note contains all oral and written agreements, representations and arrangements between the parties with respect to its subject matter, and no representations or warranties are made or implied, except as specifically set forth herein. No modification, waiver, or amendment of any of the provisions of this Note shall be effective unless in writing and signed by both parties to this Note.

(c) **Notices.** All notices in connection with this Note shall be in writing and personally delivered or delivered via overnight mail, with written receipt thereof, or sent by certified mail, return receipt requested, to each of the parties hereto at their addresses set forth above (or such other address as may hereafter be designated by either party in writing in accordance with this Section 8) with a copy to Tri-Core Mexico Land Development, LLC, 8840 E. Chaparral Road, Suite 150, Scottsdale, AZ 85250. Such notice shall be effective upon personal or overnight delivery or five (5) days after mailing by certified mail.

(d) **Section Headings.** The headings of the various sections of the Note have been inserted as a matter of convenience for reference only and shall be of no legal effect.

(e) **Severability.** If any provision or portion of this Note or the application thereof to any person or party or circumstances shall be invalid or unenforceable under applicable law, such event shall not affect, impair, or render invalid or unenforceable the remainder of this Note.

(f) **Applicable Law.** This Note shall be deemed to have been made in the State of Arizona, and any and all performance hereunder, or breach thereof, shall be interpreted and construed pursuant to the laws of the State of Arizona without regard to conflict of laws rules applied in the State of Arizona. The parties hereto hereby consent to personal jurisdiction and venue exclusively in the State of Arizona with respect to any action or proceeding brought with respect to this Note.

Maker:

**Tri-Core Mexico Land Development,
LLC,**
An Arizona Company
8840 E. Chaparral Road - Suite 150
Scottsdale, AZ 85250

Holder:

Lynn Ploof
Print Name

Date: 11/7/07

Print Address of Residence:

Print Telephone Number:

The investor is **PARTNERSHIP, CORPORATION, TRUST OR OTHER ENTITY**, complete the following:

The undersigned (*circle one*) **[is] [is not]** a foreign partnership, foreign corporation, trust or foreign estate (as defined in the Internal Revenue Code of 1986, as amended, and the treasury regulations promulgated there under).

American Pension Services Custodian

FBO Lynn Ploof, Account #8935

Print Name of Partnership, Corporation, Trust or Entity

Title of Authorized Representative


Signature of Authorized Representative

Sandy, UT (Salt Lake County)
Print Jurisdiction of Organization or Incorporation


LYNN PLOOF
Print Name of Authorized Representative

Print Federal Tax Identification Number

Print Address of Residence:

Print Telephone Number:


AZ



ACCEPTANCE

The terms of the foregoing, including the subscription described therein, are agreed to and accepted on this 7th day of November, 2007.

**TRI-CORE MEXICO LAND
DEVELOPMENT, LLC**

By:  11-7-07

**EXHIBIT 1
INVESTOR STATUS**

(Please indicate by providing your initials next to the appropriate category in which the undersigned is included, and if the undersigned is an Accredited Investor, check the appropriate category of Accredited Investors in which the undersigned is an entity).

SP.
initials

A. **"Nonaccredited Investor"**. The undersigned does not meet the definition of an "Accredited Investor" as defined herein below;

initials

B. **"Accredited Investor"**. The undersigned is an Accredited Investor as defined below (*check applicable box*):

☐ 1. Any natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase exceeds One Million (\$1,000,000) Dollars;

☐ 2. Any natural person who had an individual income in excess of Two Hundred Thousand (\$200,000) Dollars in each of the two most recent years, or joint income with that person's spouse in excess of Three Hundred Thousand (\$300,000) Dollars in each of those years and has a reasonable expectation of reaching the same income level in the current year;

☐ 3. Any bank as defined in Section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act, whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934; any insurance company as defined in Section 2(a)(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company, as defined in Section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U. S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions, for the benefits of its employees if such plan has total assets in excess of Five Million (\$5,000,000) Dollars; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, (as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company or registered investment adviser) or if the employee benefit plan has total assets in excess of Five Million (\$5,000,000) Dollars if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

JOHN HOLLAND

[REDACTED]

ME [REDACTED]

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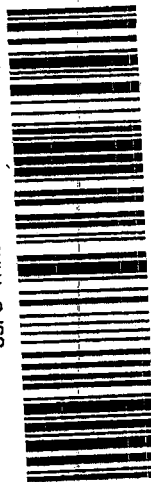
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Securities Division



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ARIZONA CORP COMMISSION

1300 W WASHINGTON ST / 3RD FLOOR

PHOENIX, AZ 85007

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TRI-CORE
MEXICO LAND DEVELOPMENT

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

*PLEASE RETURN THIS COPY IN THE
PACKAGE PROVIDED.
THANK YOU!*



TRI-CORE
MEXICO LAND DEVELOPMENT

Memorandum#: John Hohman (B. Buckley)

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

Tri-Core Mexico Land Development, LLC
An Arizona Limited Liability Company

\$3,500,000

\$5,000 per Promissory Note (Unit)

MINIMUM PURCHASE - 1 Promissory Note

80% Rate of Return, Compounded Annually; Paid At Maturity

Maturity Date: 24 months

Redemption at Maturity - \$16,200 per Unit

Tri-Core Mexico Land Development, LLC, an Arizona Limited Liability Corporation (hereinafter referred to as the "COMPANY"), is offering by means of this Confidential Private Placement Memorandum a maximum of Seven Hundred (700) Secured Promissory Notes ("Notes") at an offering price of Five Thousand (\$5,000) Dollars per Note, for a maximum total of Three Million and Five Hundred Thousand Dollars (\$3,500,000), to qualified investors who meet the Investor Suitability Requirements set forth herein (see "INVESTOR SUITABILITY REQUIREMENTS"). Each Investor must agree to purchase the Notes, as a lender to the Company, for investment purposes only, and execute a Subscription Agreement in the form contained in the accompanying Subscription Booklet (see "TERMS OF THE OFFERING").

**THESE SECURITIES ARE SPECULATIVE AND INVESTMENT
IN THE NOTES INVOLVES A DEGREE OF RISK
(SEE "RISK FACTORS")**

	Offering Price	Selling Commissions	Proceeds to Company
Per Unit	\$5,000	\$500	\$4,500
Maximum Units	\$3,500,000	\$350,000	\$3,150,000

TRI-CORE MEXICO LAND DEVELOPMENT, LLC

8840 E. Chaparral Road, Suite 150
Scottsdale, AZ 85250
Telephone: (480) 356-3200
Facsimile: (480) 346-3201

The date of this Private Placement Memorandum is May 1, 2007

Page 2 of 2

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IMPORTANT NOTICES

This Confidential Private Placement Offering Memorandum ("Memorandum") is submitted to you on a confidential basis solely for the purpose of evaluating the specific transaction described herein. This information shall not be photocopied, reproduced, or distributed to others without the prior written consent of Tri-Core Mexico Land Development, LLC ("Company"). If the recipient determines not to purchase any of the Notes offered hereby, it will promptly return all material received in connection herewith without retaining any copies.

DISCLAIMERS

THE NOTES OFFERED HEREBY IN THIS OFFERING MEMORANDUM HAVE NOT BEEN REGISTERED WITH, OR APPROVED, BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION, NOR HAVE SUCH NOTES OR THIS MEMORANDUM BEEN FILED WITH OR REVIEWED BY THE ATTORNEY GENERAL OF ANY STATE OR THE SECURITIES REGULATORY AUTHORITY OF ANY STATE. THIS OFFERING IS BASED ON THE EXEMPTION FROM SUCH REGISTRATION AS SET FORTH IN §4(2) AND RULE 506 OF REGULATION D OF THE SECURITIES ACT OF 1933, AS AMENDED.

THE INVESTMENT DESCRIBED IN THIS MEMORANDUM INVOLVES RISKS, AND IS OFFERED ONLY TO INDIVIDUALS WHO CAN AFFORD TO ASSUME SUCH RISK FOR AN INDEFINITE PERIOD OF TIME AND WHO AGREE TO PURCHASE THE NOTES ONLY FOR INVESTMENT PURPOSES AND NOT WITH A VIEW TOWARD THE TRANSFER, RESALE, EXCHANGE OR FURTHER DISTRIBUTION THEREOF. THERE WILL BE NO PUBLIC MARKET FOR THE NOTES ISSUED PURSUANT TO THIS OFFERING MEMORANDUM. THE RESALE OF THE NOTES IS LIMITED BY FEDERAL AND STATE SECURITIES LAWS AND IT IS THEREFORE RECOMMENDED THAT EACH POTENTIAL INVESTOR SEEK COUNSEL SHOULD THEY DESIRE MORE INFORMATION.

THE PRICE OF THE NOTES AS DESCRIBED IN THIS OFFERING MEMORANDUM HAS BEEN ARBITRARILY DETERMINED BY THE SPONSORS OF THIS INVESTMENT, AND EACH PROSPECTIVE INVESTOR SHOULD MAKE AN INDEPENDENT EVALUATION OF THE FAIRNESS OF SUCH PRICE UNDER ALL THE CIRCUMSTANCES AS DESCRIBED IN THE ATTACHED OFFERING MEMORANDUM.

NO PERSON IS AUTHORIZED TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATION IN CONNECTION WITH THIS MEMORANDUM, EXCEPT SUCH INFORMATION AS IS CONTAINED OR REFERENCED IN THIS MEMORANDUM. ONLY INFORMATION OR REPRESENTATIONS CONTAINED OR REFERENCED HEREIN MAY BE RELIED UPON AS HAVING BEEN MADE BY THE COMPANY. PROSPECTIVE INVESTORS WHO HAVE QUESTIONS CONCERNING THE TERMS AND CONDITIONS OF THIS PRIVATE OFFERING MEMORANDUM OR WHO DESIRE ADDITIONAL INFORMATION OR DOCUMENTATION TO VERIFY THE INFORMATION CONTAINED HEREIN SHOULD CONTACT THE COMPANY. PROJECTIONS OR FORECASTS CONTAINED IN THIS PRIVATE OFFERING MEMORANDUM, OR OTHER MATERIALS, MUST BE VIEWED ONLY AS ESTIMATES. ALTHOUGH ANY PROJECTIONS CONTAINED IN THIS MEMORANDUM ARE BASED UPON ASSUMPTIONS WHICH THE COMPANY BELIEVES TO BE REASONABLE, THE ACTUAL PERFORMANCE OF THE COMPANY MAY DEPEND UPON FACTORS BEYOND THE CONTROL OF THE COMPANY. NO ASSURANCE CAN BE GIVEN THAT THE COMPANY'S ACTUAL PERFORMANCE WILL MATCH ITS INTENDED RESULTS.

1. SUMMARY OF THE OFFERING

THE FOLLOWING SUMMARY IS QUALIFIED IN ITS ENTIRETY BY MORE DETAILED INFORMATION THAT MAY APPEAR ELSEWHERE IN THIS PRIVATE PLACEMENT MEMORANDUM. EACH PROSPECTIVE INVESTOR IS URGED TO READ THIS PRIVATE OFFERING MEMORANDUM IN ITS ENTIRETY.

Tri-Core Mexico Land Development, LLC (the "Company") was formed on May 1, 2007 as an Arizona Limited Liability Company. The Company is in the business of Land Acquisition and Development.

The Securities offered are Seven Hundred (700) Notes issued by the Company at Five Thousand (\$5,000) Dollars per Note, payable in cash at the time of subscription (see "Exhibit B" for copy of Promissory Note). The minimum purchase is one (1) Note. The Notes have an annual rate of return of eighty (80%) percent interest, compounded annually. The return will be paid at maturity, with a maturity date of twenty-four (24) months from the Commencement Date of each Note. The Notes offered pursuant to this Private Placement Memorandum will be secured by the property being purchased.

None of the Notes are convertible to Membership Units, or other type of equity, in the Company. The Principal may be prepaid, at the sole discretion of the Company, without a prepayment penalty. This offering will commence on May 1, 2007, and will terminate no later than May 1, 2009, unless extended by the Company (see "TERMS OF THE OFFERING").

The gross proceeds of the offering will be a maximum of Three Million Five Hundred Thousand (\$3,500,000) Dollars. The use of the proceeds is to purchase a water front subdivision in San Luis Rio Colorado, Sonora, Mexico as described herein (see "USE OF PROCEEDS").

2. THE COMPANY

Tri-Core Mexico Land Development, LLC (the "Company") was formed on May 1, 2007 as an Arizona Limited Liability Company. At the date of this offering, One Thousand (1,000) of the Company's Membership Units were authorized, issued, and outstanding. The Company is in the business of construction management, land acquisition, and development.

2.1 OPERATIONS

The Company is in the business of construction management, land acquisition, and development, specializing in beach front properties along the coast of upper Sonora. SEE "EXHIBIT D - BUSINESS PLAN."

2.2 BUSINESS PLAN

Tri-Core Mexico Land Development's Business Plan, included as Exhibit D of this Memorandum, and was prepared by the Company using assumptions set forth in the Business Plan, including several forward looking statements. Each prospective investor should carefully review the Business Plan before purchasing Notes. Management makes no representations as to the accuracy or achievability of the underlying assumptions and projected results contained herein.

3. MANAGEMENT

3.1 LLC MANAGERS

The success of the company is dependent upon the services and expertise of existing management. At the present time, three individuals are actively involved in the management of the Company:

James L. Stevens – Principal and Planning Director

Mr. Stevens has been involved in real estate since High School in Michigan. He was a salesperson at 18 and a broker at 21 in Michigan. During High School he worked with his Father subdividing land and building houses. They also developed a private lake resort also in Michigan with waterfront lots. He has worked in the Real Estate and Construction Division of IBM for several years as a professional real estate person, leasing and doing tenant improvements for IBM and buying land for office and other uses for them.

Mr. Stevens obtained his MAI (Membership in the Appraisal Institute) in 1976, started his own office, and went back to development with a 700+ condominium marina and 250+ waterfront condominium living units serving the Chicago market. For this project, he was the real estate broker, construction manager, and operating partner. This project was completed in the early 1990s with sales in excess of \$60,000,000.

He has been involved in developments in Michigan, Florida, and most recently in Arizona and California with two projects under development. They are a waterfront condominium RV park and a waterfront Townhouse development. He is now spending much of my efforts in Mexico with emphasis on the El Golfo, Sonora, market.

Vince Gibbons – Director of Development and Engineering

Mr. Gibbons has over 22 years of civil engineering experience domestically and internationally. His expertise encompasses due diligence, master planning, feasibility studies, design and contract document preparation for private development, commercial, water, transportation, airport, flood control, storm drain, and sewer projects. Additional professional skills include total project management, design build, construction management, shop drawing review, inspection, cost estimates, and budget and schedule control. Mr. Gibbons is proficient in managing multi-disciplined teams and large projects for private developers and public agencies, as well as smaller more detailed oriented projects. He has earned a reputation for being quality conscious, and for "going the extra mile" to complete projects on time and within budget. He has worked on a wide variety of projects in the states of Arizona, Utah, Colorado, Nevada, and New Mexico, and in the countries of Panama and Mexico, and is very familiar with the requirements and criteria of each associated governing entity. This broad experience has provided him with an extensive base of knowledge that allows him to develop innovative and cost effective solutions for a myriad of situations.

Mr. Gibbons has owned and operated Tri-Core Engineering for over 9 years. Tri-Core Engineering currently has offices in Arizona, Colorado, and Nevada and is registered in Panama. With a staff of 35 highly qualified and diversified individuals and professionals, Tri-Core Engineering has the ability to offer its clients a wide range of services and expertise. Mr. Gibbons functions as owner, president, and project manager of various endeavors. He and his staff are committed to ensuring that every project is completed to the highest level of accuracy and completeness, and that each client is provided with the individual attention and service they require.

Jason Todd Mogler – General Partner

Mr. Mogler is a principal partner in Tri-Core Business Development, Tri-Core Business Development 2 LLC, Tri-Core Lending, Inc., and Tri-Core Companies LLC, as well as the President of MyCreditStore dba LenderSquare, Inc. which has been a profitable business since 1997. He has an impressive academic resume at Arizona State University where he holds a Bachelor of Science degree with a major in marketing and a minor in psychology. His master studies with Thunderbird American Graduate School of International Management give him an international understanding of business strategies and marketing position. His practical work experience as the Director of Construction Lending for the Royal Bank of Canada gives him thorough knowledge of construction lending and banking operations. Mr. Mogler has a very long reputation for honest business practices and fair dealings with all people both personally and professionally.

The management team may be further developed and expanded with qualified and experienced executives, professionals and consultants, as the Company matures and grows.

4. TERMS OF THE OFFERING

4.1 GENERAL TERMS OF THE OFFERING

This Private Offering Memorandum is offering a maximum of Seven Hundred (700) Notes at Five Thousand (\$5,000) Dollars per Note, for a maximum of Three Million Five Hundred Thousand (\$3,500,000) Dollars to a select group of investors who satisfy the Investor Suitability Requirements (see "INVESTOR SUITABILITY REQUIREMENTS"). The Company has the authority to sell fractional Notes at its sole discretion.

4.2 MINIMUM OFFERING AMOUNT - HOLDING ACCOUNT

The Company has established an Investment Holding Account with Wells Fargo Bank into which the offering proceeds will be placed. No minimum offering amount has been established before such proceeds will be released from the holding account and utilized by the Company.

4.3 NONTRANSFERABILITY OF NOTES

The Notes have not been registered with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Securities Act"), and are being offered in reliance upon an exemption under §4(2) and Rule 506 of Regulation D of the Securities Act, as amended, and rules and regulations hereunder. The Notes have not been registered under the securities laws of any state and will be offered pursuant to an exemption from registration in each state. A purchaser may transfer or dispose of the Note only if such Notes are subsequently registered under the Securities Act, or if an exemption from registration is available, and pursuant to an opinion of counsel acceptable to the Company and its counsel to the effect that the Notes may be transferred without violation of the registration requirements of the Securities Act or any other securities laws.

4.4 CLOSING OF THE OFFERING

The Notes are offered and closed only when a properly completed Subscription Agreement (Exhibit A); Note (Exhibit B), and Investor Questionnaire (Exhibit C) are submitted by the investing Subscriber or his/her Investor Representatives and are received and accepted by the Company. The Subscription Agreement as submitted by an investing Subscriber or his/her Investor Representatives shall be binding once the Company signs the Subscription Agreement, Note and the funds delivered by the potential investor to the Company with the Subscription Agreement has been cleared by the financial institution in which they are deposited by the Company. The Notes will be delivered to qualified investors upon acceptance of their subscriptions. All funds collected from investing subscribers will be deposited in a designated account under the control of the Company. Investors subscribing to the Notes may not withdraw or revoke their subscriptions at any time prior to

acceptance by the Company, except as provided by certain state laws, or if more than thirty (30) days have passed after receipt of the Subscription Agreement by the Company without the Company accepting the Investor's funds and delivering all applicable documents to such Investor. The proceeds of this Offering will be used only for the purpose set forth in this Private Offering Memorandum (see "USE OF PROCEEDS").

The Company may close in whole or in part or terminate this Offering under any of the following conditions:

1. Upon receipt of the maximum offering subscription amount of Three Million Five Hundred Thousand (\$3,500,000) Dollars
2. Notwithstanding the above, this offer shall terminate one (1) year from the date of this Private Placement Memorandum; or on such later date not exceeding thirty (30) days thereafter to which the Company, in its sole discretion, may extend this Offering.

5. PLAN OF DISTRIBUTION

5.1 OFFERING OF NOTES

The Notes will be offered to prospective lenders by Officers and Directors of the Company and qualified licensed personnel, pursuant to State and Federal security rules and regulations. This Offering is made solely through this Private Placement Memorandum and without any form of general solicitation or advertising. The Company and its Officers and Directors or other authorized personnel will use their best efforts during the Offering period to find eligible Investors who desire to subscribe to the Notes in the Company. These Notes are offered on a "best efforts" basis, and there is no assurance that any or all of the Notes will be closed. The Company has the authorization to offer fractional Notes at its sole discretion. The Offering period will begin as of the date of this private Offering Memorandum and will close upon the happening of such occurrences as defined herein (see "TERMS OF THE OFFERING").

5.2 PAYMENTS TO BROKER DEALERS OR INVESTMENT ADVISORS

The Company has the power to pay fees or commissions to qualified Broker Dealers, Registered Investment Advisors or any other person qualified under other applicable federal and state security laws.

6. DESCRIPTION OF NOTES

6.1 NOTES

The Company is offering Seven Hundred (700) Notes of the Company to potential investors at Five Thousand (\$5,000) Dollars per Note, payable in cash at the time of the subscription. The minimum purchase is one (1) note. The Notes will have a rate of return of eighty (80%) percent interest, compounded annually, with a maturity date of twenty-four (24) months from the Commencement Date of each Note. Interest shall be paid at maturity (24 months). All principal shall be paid at maturity. Principal with accrued interest may be prepaid at the sole discretion of the Company, without a prepayment penalty at any time. The Notes will be issued in the form attached hereto and incorporated herein by reference as though set forth in full herein as Exhibit B.

6.2 SECURITY FOR PAYMENT OF THE NOTES

The Notes being offered by the Company in this Private Placement Offering are secured by the land Tri-Core Mexico Land Development, LLC purchases. Tri-Core Business Development will establish an administration account which will hold the deed to the property until all note holders will be paid in full.

6.3 REPORTS TO NOTEHOLDERS

The Company will furnish annual un-audited reports to its Note holders ninety (90) days after its fiscal year. The Company may issue other interim reports to its Note holders as it deems appropriate. The Company's fiscal year ends on December 31st of each year.

7. USE OF PROCEEDS

The gross proceeds of the Offering will be a maximum of Three Million Five Hundred Thousand (\$3,500,000) Dollars. The table below sets forth the use of proceeds for both the maximum and minimum offering amounts.

Sources

	Maximum Amount	Percent of Proceeds
Proceeds From Sale of Notes	\$3,500,000	100%

Application of Proceeds

Offering Expenses (1)	\$350,000	10.00%
Commissions (2)	\$350,000	10.00%
Total Offering Expenses & Fees	\$700,000	20.00%
Net Offering Proceeds	\$2,800,000	80.00%
Land Purchase	\$2,225,000	63.57%
Engineering	\$350,000	10.00%
Marketing	\$200,000	5.72%
Web Site Development	\$25,000	0.71%
Total Application of Proceeds	\$3,500,000	100%

Footnotes:

(1) Includes estimated memorandum preparation, filing, printing, legal, accounting and other fees and expenses related to the Offering

(2) This Offering is being sold by the officers and directors of the Company, who will not receive any compensation for their efforts. No sales fees or commissions will be paid to such officers or directors. Notes may be sold by registered brokers or dealers who are members of the NASD and who enter into a Participating Dealer Agreement with the Company. Such brokers or dealers may receive commissions up to ten percent (10%) of the price of the Notes sold.

8. CAPITALIZATION STATEMENT

8.1 CAPITALIZATION PRIOR TO AND AFTER THE OFFERING

The following table summarizes the capitalization of the Company prior to, and as adjusted to reflect, the issuance and sale of the maximum of Seven Hundred (700) Notes or Three Million Five Hundred Thousand (\$3,500,000) Dollars.

	AS ADJUSTED 3/15/01	AFTER THE OFFERING
Notes	<u>-0-</u>	<u>\$3,500,000</u>
Membership Units \$.01 par value, 1,000 Units authorized, 1000 Units issued and outstanding	\$100	\$100
Net Shareholders' Equity	\$100	\$100
TOTAL CAPITALIZATION	<u>\$100</u>	<u>\$3,500,100</u>

9. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

9.1 RESULTS OF OPERATIONS

The Company is a development stage company and has not yet commenced its principal operations.

9.2 LIQUIDITY AND CAPITAL RESOURCES

The Company's liquidity and capital resources are dependent on its ability to raise sufficient capital to pay for the purchase price of the Promissory Notes.

10. CERTAIN TRANSACTIONS

10.1 ARIZONA LIMITED LIABILITY COMPANY

TRI-CORE MEXICO LAND DEVELOPMENT, LLC is a privately held Arizona Limited Liability Company, incorporated on May 1, 2007.

10.2 PRIVATE OFFERING OF NOTES

The Company is authorized to offer in this private offering, up to Three Million Five Hundred Thousand (\$3,500,000) Dollars of Notes to selected investors, effective on May 1, 2007.

11. FIDUCIARY RESPONSIBILITIES OF THE DIRECTORS AND OFFICERS OF THE COMPANY

11.1 GENERAL

The Principals, Officers, and Directors of the Company are accountable to the Company as fiduciaries and such Principals, Officers and Directors are required to exercise good faith and integrity in managing the Company's affairs and policies. Each Note Holder of the Company, or their duly authorized representative, may inspect the books and records of the Company at any time during normal business hours. A Note Holder may be able to bring an action on behalf of himself in the event the Note Holder has suffered losses in connection with the purchase or sale of the Note(s) in the Company, due to a breach of fiduciary duty by an Officer or Director of the Company, in connection with such sale or purchase, including the misrepresentation or misapplication by any such Officer or Director of the proceeds from the sale of these Notes, and may be able to recover such losses from the Company.

11.2 INDEMNIFICATION

Indemnification is permitted by the Company to directors, officers, or controlling persons pursuant to Arizona law. Indemnification includes expenses, such as attorneys' fees and, in certain circumstances, judgments, fines and settlement amounts actually paid or incurred in connection with actual or threatened actions, suits or proceedings involving such person and arising from their relationship with the Company, except in certain circumstances where a person is adjudged to be guilty of gross negligence or willful misconduct, unless a court of competent jurisdiction determines that such indemnification is fair and reasonable under the circumstances.

12. RISK FACTORS

THIS INVESTMENT INVOLVES A DEGREE OF RISK. AN INDIVIDUAL CONTEMPLATING INVESTMENT IN THIS OFFERING SHOULD GIVE CAREFUL CONSIDERATION TO THE ELEMENTS OF THE RISK SUMMARIZED BELOW, AS WELL AS THE OTHER RISK FACTORS IDENTIFIED ELSEWHERE IN THIS PRIVATE OFFERING MEMORANDUM.

12.1 FORMATION OF THE COMPANY

The Company was formed on May 1, 2007. It is therefore subject to all the risks inherent in the creation of a new Company. Unforeseen expenses, complications, and delays may occur with a new Company.

12.2 CONTROL BY COMPANY

After completion of this offering, the Company will own one hundred percent (100%) of the issued and outstanding Membership Units. Such ownership will enable the Company to continue to elect all the Managers and to control the Company's policies and affairs. The Note Holders will not have any voting rights in the Company.

12.3 RELIANCE ON THE COMPANY FOR MANAGEMENT

All decisions with respect to the management of the Company will be made exclusively by the Principal Managers of the LLC. The Note Holders do not have the right or power to take part in the management of the Company. Accordingly, no person should purchase a Note unless he is willing to entrust all aspects of the management of the Company to existing Management.

12.4 LIMITED TRANSFERABILITY OF THE NOTES

The transferability of the Notes in this offering is limited, and potential investors should recognize the nature of their investment in the offering. It is not expected that there will be a public market for the Notes because there will be only a limited number of investors and restrictions of the transferability of Notes. The Notes have not been registered under the Securities Act of 1933, as amended, or qualified or registered under the securities laws of any state and, therefore, the Notes cannot be resold unless they are subsequently so registered or qualified or an exemption from such registration is available. The offering also contains restrictions on the transferability of the Notes. Accordingly, purchasers of Notes will be required to hold such Notes to maturity unless otherwise approved by the Company. The Company does not intend to register the Notes under the Securities Act of 1933.

12.5 CAPITALIZATION OF THE COMPANY

Prior to this offering, the Company was funded by cash. Independent of the amounts raised in this offering the Company does not have any other assets available to use to pay principal or interest on the Notes.

12.6 REGULATIONS

The Company is subject to various federal and state laws, rules and regulations governing, among other things, the licensing of, and procedures that must be followed by, mortgage owners and disclosures that must be made to consumer borrowers. Failure to comply with these laws may result in civil and criminal liability and may, in some cases, give consumer borrowers their right to rescind their mortgage loan transactions and to demand the return of finance charges paid to the company. Because the Company's business is highly regulated, the laws, rules, and regulations applicable to the Company are subject to subsequent modification and change. The Company believes it is in full compliance with any and all applicable laws, rules and regulations both domestically and in Mexico.

13. PRINCIPAL SHAREHOLDERS

As of the date of this Offering, the Company has One Thousand (1000) Membership Units issued and outstanding to James Stevens (48%), Sylvia Macker (48%), Jason Todd Mogler (2%), and Vince Gibbons (2%).

14. HOW TO INVEST

An Investor who meets the qualifications as set forth in this Private Offering Memorandum may subscribe for at least the minimum purchase herein of One (1) Note (Five Thousand (\$5,000) Dollars) by carefully reading this entire Private Offering Memorandum and by then completing and signing a separately bound booklet. This booklet contains identical copies of the following exhibits contained in the Private Offering Memorandum, including:

Exhibit A INSTRUCTIONS TO SUBSCRIBERS and SUBSCRIPTION AGREEMENT: This contains complete instructions to Subscribers and should be read in its entirety by the prospective investor prior to investing. The Subscription Agreement must be signed by the Investor.

Exhibit B PROMISSORY NOTE: This Note will be signed by TRI-CORE MEXICO LAND DEVELOPMENT, LLC

Exhibit C **INVESTOR QUESTIONNAIRE:** This questionnaire requires a Subscriber to complete a financial history in order to aid the Company in the determination of the suitability of the Subscriber as a potential Investor. This questionnaire must be signed by the Investor.

Exhibit D Tri-Core Mexico Land Development, LLC Business Plan

Copies of all the above referenced documents are included with this Private Placement Memorandum. For discussion of the actions of the Company upon receipt of a properly completed request to invest by a Subscriber, please see **"TERMS OF THE OFFERING."** Such Investor should include his check made payable Tri-Core Mexico Land Development, LLC, along with the **SUBSCRIPTION AGREEMENT, NOTE, AND INVESTOR QUESTIONNAIRE.** Delivery of the documents referred to above, together with a check to the Company should be addressed to the Company as follows: **Tri-Core Mexico Land Development, LLC, 8840 E. Chaparral Road, Suite 150, Scottsdale, AZ 85250.**

15. INVESTOR SUITABILITY REQUIREMENTS

15.1 INTRODUCTION

Potential Investors should have experience in making investment decisions or such Investors should rely on their own tax consultants or other qualified investment advisors in making this investment decision.

15.2 GENERAL SUITABILITY

Each potential Investor will be required to represent the following by execution of a Subscription Agreement:

1. The Investor has such knowledge and experience in financial and business matters and is capable of evaluating the merits and risks of an investment in this Offering.
2. The Investor has the ability to bear the economic risk of this investment, has adequate means to provide for his, her, or its current needs and personal contingencies, has no need for liquidity in this investment and could afford the complete loss of the investment.
3. The Investor is acquiring the Note(s) for his, her or its own account for investment purposes only and not with a view toward subdivision, resale, distribution or fractionalization thereof, or for the account of others, and has no present intention of selling or granting any participation in, or otherwise distributing, the Note(s).

4. The Investor's overall commitment to invest in the Note(s) is not disproportionate to his, her, or its net worth and the investment in these Note(s) will not cause such overall commitment to become excessive.

5. The Investor has read and understands this Private Placement Memorandum and all its exhibits.

15.3 NONACCREDITED INVESTORS

Up to and including thirty-five (35) investing Subscribers may be accepted by the Company as suitable Investors if each such Subscriber has a net worth sufficient to bear the risk of losing his entire investment and meets the above "General Suitability Standards."

15.4 ACCREDITED INVESTORS

In addition to satisfying the "General Standards" as defined above, all but thirty-five (35) Subscribers for Shares must each satisfy one of the "Accredited Investors" economic suitability standards as defined below:

1. Any natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase exceeds One Million (\$1,000,000) Dollars;

2. Any natural person who had an individual income in excess of Two Hundred Thousand (\$200,000) Dollars in each of the two most recent years, or joint income with that person's spouse in excess of Three Hundred Thousand (\$300,000) Dollars in each of those years and has a reasonable expectation of reaching the same income level in the current year;

3. Any bank as defined in Section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act, whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934; any insurance company as defined in Section 2(a)(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company, as defined in Section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions, for the benefits of its employees if such plan has total assets in excess of Five Million (\$5,000,000) Dollars; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, (as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance

company or registered investment adviser) or if the employee benefit plan has total assets in excess of Five Million (\$5,000,000) Dollars if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

4. Any private business development company (as defined in Section 202(a)(22) of the Investment Advisers Act of 1940);

5. Any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered with total assets in excess of Five Million (\$5,000,000) Dollars;

6. Any director, executive officer or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;

7. Any trust, with total assets in excess of Five Million (\$5,000,000) Dollars, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii); and

8. Any entity in which all of the equity owners are Accredited Investors.

NOTE: Entities (a) which are formed for the purpose of investing in the Company, or (b) the equity owners of which have contributed additional capital for the purpose of investing in the Company, shall be "looked through" and each equity owner must meet the definition of an accredited investor in any of paragraphs 1, 2, 3, 4, 5, 6 or 7 above and will be treated as a separate subscriber who must meet all suitability requirements.

15.5 ACCEPTANCE OF SUBSCRIPTION AGREEMENT BY THE COMPANY

The Investor Suitability Requirements referred to in this section represent minimum requirements for potential Investors. Satisfaction of these standards does not necessarily mean that participation in this Offering constitutes a suitable investment for such a potential Investor or that the potential Investors' Subscription will be accepted by the Company. The Company may, in fact, modify such requirements as circumstances dictate. All Subscription Agreements submitted by potential Investors will be carefully reviewed by the Company to determine the suitability of the potential Investor in this Offering. The Company may, in its sole discretion, refuse a Subscription in this Offering to any potential Investor who does not meet the applicable Investor Suitability Requirements or who otherwise appears to be an unsuitable Investor in this Offering. The Company will not necessarily review or accept a Subscription Agreement in the sequential order in which it is received. The Company also has the discretion to maximize the number of Accredited Investors in this Offering and, as a result, may accept less than thirty-five (35) Non-accredited Investors in this Offering.

16. LITIGATION

The Company and its Principals have no lawsuits pending, no legal actions pending or judgments entered against the Company or its Principals and, to the best knowledge of the Company, no legal actions are contemplated against the Company and/or its Principals.

17. ADDITIONAL INFORMATION

Reference materials described in this Private Offering Memorandum are available for inspection at the office of the company during normal business hours. It is the intention of the Company that all potential Investors are given full access to such information for their consideration in determining whether to purchase the Notes being offered. Prospective Investors should contact the Company for access to information regarding the matters set forth or other information concerning the Company. Representatives of the Company will also answer all inquiries from potential Investors concerning the Company and any matters relating to its proposed operations or present activities. The Company will afford potential Investors and their representatives the opportunity to obtain any additional information reasonably necessary to verify the accuracy or the source of any representations or information contained in this Private Offering Memorandum. All contracts entered into by the Company are subject to modifications and the Company may make any changes in any such contracts as deemed appropriate in its best discretion. Such recent amendments may not be circulated to Subscribers prior to the time of closing this Offering. However, potential Investors and their representatives may review such material or make inquiry of the Company concerning any of these and any other matters of interest.

18. FORECASTS OF FUTURE OPERATING RESULTS

Any forecasts and proforma financial information which may be furnished by the Company to prospective Investors or which are part of the Company's business plan, are for illustrative purposes only and are based upon assumptions made by Management regarding hypothetical future events. There is no assurance that actual events will correspond with the assumptions or that factors beyond the control of the Company will not affect the assumptions and adversely affect the illustrative value and conclusions of any forecasts.

19. GLOSSARY OF TERMS

The following terms used in this Memorandum shall (unless the context otherwise requires) have the following respective meanings:

ACCEPTANCE. The acceptance by the Company of a prospective investor's subscription.

ACCREDITED INVESTORS. Those investors who meet the criteria set forth in "INVESTOR SUITABILITY REQUIREMENTS."

BROKER-DEALER. A person or firm licensed with the NASD, the SEC and with the securities or corporate commissions department of the state in which it sells investment securities and who may employ licensed agents for that purpose.

COMPANY. Refers to TRI-CORE MEXICO LAND DEVELOPMENT, LLC, an Arizona Limited Liability Company.

NATIONAL ASSOCIATION OF SECURITIES DEALERS, INC. (NASD). A self-regulating body which licenses brokers and dealers handling securities offerings, reviews the terms of an offering's underwriting arrangements and advertising literature and, while not a governmental agency, acts as a review service watchdog to make sure that its regulations and those of the SEC are followed for the investor's protection in offerings of securities.

NOTES. A Five Thousand (\$5,000) Dollar investment consisting of one (1) Promissory Note issued by TRI-CORE MEXICO LAND DEVELOPMENT, LLC, an Arizona Limited Liability Company.

SECURITIES ACT OF 1933. A federal act regulated and enforced by the SEC that requires, among other things, the registration and use of a prospectus whenever a security is sold (unless the security or the manner of the Offering is expressly exempt from such registration process).

SECURITIES EXCHANGE ACT OF 1934. A federal act regulated and enforced by the SEC which supplements the Securities Act of 1933 and contains requirements which were designed to protect investors and to regulate the trading (secondary market) of securities. Such regulations require, among other things, the use of prescribed proxy statements when investors' votes are solicited; the disclosure of management and large shareholders' holding of securities; controls on the resale of such securities; and periodic (monthly, quarterly, annually) filing with the SEC of financial and disclosure reports of the Issuer.

SECURITIES AND EXCHANGE COMMISSION (SEC). An independent United States government regulatory and enforcement agency which

supervises investment trading activities and registers companies and those securities which fall under its jurisdiction. The SEC also administers statutes to enforce disclosure requirements that were designed to protect investors in securities offerings.

SUBSCRIPTION DOCUMENTS. Consists of the Note, Subscription Agreement, Investor Questionnaire, and a check as payment for the Note(s) to be purchased submitted by each prospective Investor to the Company.

TERMINATION DATE. The earlier to occur of the date on which all Notes are sold or May 01, 2009.

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EXHIBIT A

SUBSCRIPTION AGREEMENT

Print Name of Subscriber: John Hohman

Amount Loaned: \$10,000.00

Number of Notes: Two (2)

Tri-Core Mexico Land Development, LLC

SUBSCRIPTION DOCUMENTS

**OFFERING OF A MAXIMUM OF SEVEN HUNDRED (700) SECURED PROMISSORY
NOTES**

FIVE THOUSAND (\$5,000) DOLLARS PER NOTE

May 1, 2007

SUBSCRIPTION INSTRUCTIONS
(please read carefully)

A1

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FILE #8337

Each subscriber for the Secured Promissory Notes, Five Thousand (\$5,000) Dollars per Note (the "Notes") of Tri-Core Mexico Land Development, LLC, an Arizona Limited Liability Company ("the Company"), must complete and execute the Subscription Documents in accordance with the instructions set forth below. The completed documents should be sent to Tri-Core Mexico Land Development, LLC, 8840 E. Chaparral Road, Suite 150, Scottsdale, AZ 85250.

Payment for the Securities should be made by check payable to the Company and enclosed with the documents as directed in Section III below.

- I. These Subscription Documents contain all of the materials necessary for you to purchase the Notes. This material is arranged in the following order:
 - Subscription Agreement
 - Promissory Note
 - Confidential Prospective Purchaser's Questionnaire
- II. All investors must complete in detail, date, initial, and sign the Subscription Documents where appropriate. All applicable sections must be filled in.
- III. Payment for the Notes must be made by check as provided below:

Please make your check payable, in the appropriate amount, for the number of Notes purchased (at Five Thousand (\$5,000) per Note), to Tri-Core Business Development, LLC. Your check should be enclosed with your signed subscription documents.

All funds received from subscribers will be placed in a segregated Holding Account of the Company. Once the minimum offering amount has been reached the funds will be transferred to the Company's operating account and will be available for use.

IV SPECIAL INSTRUCTIONS

FOR CORPORATIONS. Include copy of Board resolution designating the corporate officer authorized to sign on behalf of the corporation, a Board resolution authorizing the investment, and financial statements.

FOR PARTNERSHIPS. Provide a complete copy of the partnership agreement, questionnaire, and financial statements for each General Partner.

FOR TRUSTS. Provide a complete copy of the instruments or agreements creating the trust, as amended to date.

Print Name of Subscriber: John Hohman

Amount Loaned: \$10,000.00

Number of Notes: Two (2)

Subscription Agreement

To: Tri-Core Mexico Land Development, LLC
8840 E. Chaparral Road
Suite 150
Scottsdale, AZ 85250

Gentlemen:

(f) **Subscription.** The undersigned hereby subscribes for **Two (2)** Notes of Tri-Core Mexico Land Development, LLC (the "Company"), an Arizona Limited Liability Company, and agrees to loan to the Company Five Thousand (\$5,000) Dollars per Note for an aggregate loan of **\$10,000.00** (the "Loan Amount") upon the terms and subject to the conditions (a) set forth herein, and (b) described in the Confidential Private Placement Memorandum ("Private Placement Memorandum") dated May 1, 2007 together with all exhibits thereto and materials included therewith, and all supplements, if any, related to this offering. The minimum loan is Five Thousand (\$5,000) Dollars, but the Company has the discretion to offer fractional Notes for loans less than the minimum.

2. Note Offering. The Company is offering a maximum of Seven Hundred (700) Notes at Five Thousand (\$5,000) Dollars per Note, with a minimum subscription of one (1) Note (the "Offering"). The maximum aggregate loan to the Company from this Offering will be Three Million Five Hundred Thousand (\$3,500,000) Dollars. The Offering is being made to a limited number of investors pursuant to an exemption available under the Securities Act of 1933 (the "Act"), specifically Rule 506 promulgated under Regulation D, and under certain other laws, including the securities law of certain states.

3. Documents to Be Delivered. The undersigned is delivering to the Company executed copies of this Subscription Agreement (the "Agreement"), the Note(s), Offeree Questionnaire, and all other applicable exhibits and documents (the "Subscription Documents"). The Subscription Documents should be delivered to Tri-Core Mexico Land Development, LLC, at 8840 E. Chaparral Road, Suite 150, Scottsdale, AZ 85250. The undersigned understands and agrees that he or it will not

become a "Holder" of the Note(s) and the Company shall not become a "Maker" of the Note(s) unless and until the Agreement and Note(s) are executed by the Company.

4. Making of Loan Amount. The undersigned, simultaneously with the delivery of the Subscription Documents to the Company, hereby tenders to the Company the Loan Amount by ***check made payable to the order of Tri-Core Business Development, LLC*** in the amount indicated above.

5. Acceptance or Rejection of Subscription. The undersigned understands and agrees that the Company reserves the right, exercisable in its sole discretion, to accept or reject any subscription, in whole or in part, for any reason and that the undersigned will be notified by the Company as promptly as practicable as to whether his or its subscription has been accepted or rejected. If the undersigned's subscription is accepted, in whole or in part, by the Company, the Company will execute this Agreement and the Note(s) and return them to the undersigned. If this subscription is rejected by the Company, either in whole or in part, all funds, in the case of a rejection of the subscription in whole, or those funds representing the amount of the subscription not accepted by the Company, in the case of a rejection of the subscription in part, will be returned to the undersigned as promptly as practicable. If this subscription is rejected in whole by the Company, this Agreement shall be null, void and of no effect. The undersigned does not have the right to withdraw or revoke his or its subscription during the Offering period, except as provided by certain state laws, except that if more than thirty (30) days shall have passed from the date the Company received completed and executed Subscription Documents and the Loan Amount from the undersigned (the "Acceptance Period"), and the Company has not accepted the subscription during the Acceptance Period, the undersigned may withdraw his or its subscription at any time after the Acceptance Period up until such time that the Company subsequently decides, in its sole discretion, to accept the subscription in whole or in part.

6. Offering Period. The Company may close in whole or in part or terminate this Offering under any of the following conditions:

(f) Upon receipt of the maximum offering subscription amount of Three Million Five Hundred Thousand (\$3,500,000) Dollars

2. Notwithstanding the above, this offer shall terminate one (1) year from the date of this Private Placement Memorandum; or on such later date not exceeding thirty (30) days thereafter to which the Company, in its sole discretion, may extend this Offering.

7. Closing of the Loan. The Note(s) subscribed for herein shall not be deemed made by the Company or held by the undersigned until this Agreement and the Note(s) have been countersigned by the Company, and until the funds delivered by the undersigned to the Company with the Subscription Documents have been deposited in

the Holding Account and have been cleared by the applicable bank of the Company (the "Effective Date"). Upon the Effective Date, (a) the undersigned shall have loaned to the Company the Loan Amount, (b) the undersigned shall become the Holder and the Company shall become the Maker of the Note(s) subscribed for by the undersigned, and (c) both the undersigned and the Company shall be bound by the terms of the Private Placement Memorandum and the Subscription Documents and any other undertakings described herein.

8. Representations and Warranties.

(f) The Company hereby represents and warrants as follows:

(f) The Company is a Limited Liability Corporation duly organized, validly existing and in good standing under the laws of the State of Arizona and has the requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now being conducted;

(ii) This Agreement constitutes the valid and binding obligation of the Company enforceable against the Company in accordance with its terms (except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or similar laws from time to time in effect which affect creditor's rights generally and by legal and equitable limitations on the availability of specific performance and other equitable remedies under or by virtue of this Agreement). The Company has all requisite power and authority, corporate and other, to execute and deliver this Agreement and the Note(s) and to consummate the transactions contemplated hereby. All persons who have executed this Agreement and the Note(s) on behalf of the Company have been duly authorized to do so by all necessary corporate action. Neither the execution and delivery of this Agreement and the Note(s) nor the consummation of the transactions contemplated hereby will (A) violate any provision of the Certificate of Incorporation or Operating Agreement of the Company, as currently in effect; (B) violate any judgment, order, injunction, decree or award against, or binding upon, the Company or the securities, assets, properties, operations or business of the Company; or (C) violate any law or regulation applicable to the Company or to the securities, assets, properties, operations or business of the Company.

(b) In order to induce the Company to accept the subscription made hereby, the undersigned hereby represents and warrants to the Company as follows:

- (f) The undersigned has received the Private Placement Memorandum and the Subscription Documents. The undersigned has read and understands the Private Placement Memorandum and Subscription Documents and the information contained in those documents concerning the Company and this Offering or has caused his or its representative to read and examine the Private Placement Memorandum and Subscription Documents. The undersigned has relied only on the information about the Company contained in these documents and his or its own independent investigation in making his or its subscription. The undersigned understands that the Notes will be issued with the rights and subject to the conditions described in the Private Placement Memorandum and Subscription Documents;
- (ii) The undersigned is familiar with the terms and conditions of the Offering and is aware that his or its investment involves a degree of risk and the undersigned has read the section in the Private Placement Memorandum titled "Risk Factors."
- (iii) The undersigned hereby specifically accepts and adopts each and every provision of this Agreement and acknowledges and agrees with each and every provision of this Agreement and, upon acceptance by the Company of the subscription made hereby, agrees to be bound by such provisions.
- (iv) The undersigned acknowledges and is aware that there is no assurance as to the future performance of the Company.
- (v) The undersigned, if an individual (A) has reached the age of majority in the state in which he resides and (B) is a bona fide resident and domiciliary (not a temporary or transient resident) of the state set forth below his signature on the signature page hereof and has no present intention of becoming a resident of any other state or jurisdiction. The undersigned, if a partnership, corporation, limited liability company, trust or other entity, was organized or incorporated under the laws of the jurisdiction set forth below the signature made on its behalf on the signature page hereof and has no present intention of altering the jurisdiction of its organization, formation or incorporation.
- (vi) The undersigned has the financial ability to bear the economic risk of an investment in the Offering, has adequate means of providing for his or its current needs and personal contingencies, has no need for liquidity in the Note(s) and could afford a complete loss of his or its investment in the Offering.

(vii) The undersigned represents and warrants to the Company that he or it comes within one of the categories of investors as defined in Exhibit 1 hereto *(please indicate by providing your initials next to the appropriate category in which the undersigned is included, and if the undersigned is an Accredited Investor, check the appropriate category of Accredited Investors in which the undersigned is an entity)*.

(viii) The undersigned has been given the opportunity to review the merits of an investment in the Offering with tax and legal counsel or with an investment advisor to the extent the undersigned deemed advisable.

(ix) The undersigned's overall commitment to invest in the Note(s), which are not readily marketable, is not disproportionate to his or its net worth and his or its investment in the Offering will not cause such overall commitment to become excessive.

(x) The undersigned has such knowledge and experience in financial and business matters that he or it is capable of evaluating the merits and risks of an investment in the Offering.

(xi) The undersigned has been given a full opportunity to ask questions of and to receive (A) answers from the Company and its Managers concerning the terms and conditions of this Offering and the business of the Company and (B) such other information as he or it desired in order to evaluate an investment in the Offering, and all such questions have been answered to the full satisfaction of the undersigned. No oral or written representations have been made or oral or written information furnished to the undersigned or the undersigned's advisors in connection with the Offering or interests that were in any way inconsistent with this Subscription Agreement. The undersigned is not participating in the Offering as a result of or subsequent to: (1) any advertisement, article, notice or other communication published in any newspaper, magazine or similar media or broadcast over television, radio or the internet or (2) any seminar or meeting whose attendees have been invited by any general solicitation or general advertising.

(xii) If the undersigned is a corporation, limited liability company, partnership, trust or other entity, it is authorized and qualified to make this loan to the Company and the person signing this Agreement on behalf of such entity has been duly authorized by such entity to do so.

(xiii) If the undersigned is a corporation, limited liability company or partnership, the person signing this Agreement on its behalf hereby represents and warrants that the information contained in this Agreement completed by any shareholders of such corporation, members of such limited liability company or partners of such partnership is true and correct with respect to such shareholder, member or partner (and if any such shareholder is itself a corporation, limited liability company or partnership, with respect to all persons having an equity interest in such corporation, limited liability company or partnership, whether directly or indirectly) and that the person signing this Agreement has made due inquiry to determine the truthfulness and accuracy of the information contained in this Agreement.

(xiv) The purchase of the Note(s) by the undersigned has been duly authorized, and the execution, delivery and performance of this Agreement does not conflict with the undersigned's partnership agreement, certificate of incorporation, by-laws, articles of organization, operating agreement or any agreement to which the undersigned is a party and this Agreement is a valid and binding agreement enforceable against the undersigned in accordance with its terms.

(xv) The undersigned hereby represents that he or it is subscribing for the Notes as principal or as trustee, solely for the account of the undersigned, for investment purposes only and not with a view to, or for, subdivision, resale, distribution, or fractionalization thereof, in whole or in part, or for the account, in whole or in part, of others, and, except as disclosed herein, no other person has a direct or indirect beneficial interest in the Note(s). The undersigned will hold the Note(s) as an investment and has no reason to anticipate any change in circumstances or other particular occasion or event, which would cause the undersigned to attempt to sell any of the Note(s).

(xvi) The undersigned acknowledges his or its understanding that (A) the Offering of the Note(s) by the Company has not been registered under the Act, as amended, or the securities laws of certain states in reliance on specific exemptions from registration, (B) the Confidential Memorandum and Subscription Documents have not been filed with or reviewed by the Securities and Exchange Commission or the securities department of any state and no securities administrator of any state or the federal government has recommended or endorsed this Offering or made any finding or determination relating to the fairness of an investment in the Company, and (C) the Offering of the Note(s) by

the Company is intended to be exempt from registration pursuant to Section 4 (2) of the Act and the rules promulgated thereunder by the Securities and Exchange Commission, and that the undersigned's Note(s) cannot be sold, pledged, assigned or otherwise disposed of unless they are registered under the Act or an exemption from such registration is available.

(xvii) The undersigned represents and warrants that he or it will not transfer or convey all or part of his or its financial interest in the Note(s) unless such Note(s) are subsequently registered under the Act, or an exemption from such registration is available and without (A) the prior written consent of the Company and (B) an opinion of counsel acceptable to the Company and its counsel to the effect that the Note(s) may be transferred without violation of the registration requirements of the Act or any applicable state securities laws, as may be amended from time to time. The undersigned further acknowledges that there can be no assurance that the Company will file any registration statement for the Note(s) for which the undersigned is subscribing, that such registration statement, if filed, will be declared effective or, if declared effective, that the Company will be able to keep it effective until the undersigned sells the Note(s) registered thereon.

(xviii) The undersigned understands that this Agreement is subject to the Company's acceptance and may be rejected by the Company at any time in its sole discretion in whole or any part prior to issuance of the Note(s) with respect to the undersigned's subscription, notwithstanding prior receipt by the undersigned of notice of acceptance of the undersigned's subscription. The Company reserves the right to withdraw the Offering at any time.

(xix) The undersigned acknowledges that this Agreement shall become binding upon the undersigned when it is countersigned by the Company and the undersigned is not entitled to cancel, terminate, or revoke this subscription before or after acceptance by the Company, except as otherwise provided in this Agreement.

(xx) All information provided by the undersigned in the Investor Questionnaire and Investor Representative Questionnaire (if applicable) which accompanies this Agreement is true and accurate in all respects, and the undersigned acknowledges that the Company will be relying on such information to its possible detriment in deciding whether the Company can make these Note(s) to the undersigned without giving rise to the loss of an exemption from registration under the applicable securities laws.

9. Foreign Person. If the undersigned has indicated on the signature page of this Agreement that he, she or it is a foreign person, he, she, or it agrees to notify the Company in writing within sixty (60) days of becoming a nonresident alien, foreign corporation, foreign partnership, foreign trust, foreign estate, or other foreign entity, as the case may be.

10. Indemnity. The undersigned agrees to indemnify and hold harmless the Company, its managers, members, agents, attorneys and affiliates and each other person, if any, who controls any thereof, within the meaning of Section 15 of the Act, against any and all loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all expenses reasonably incurred in investigating, preparing or defending against any litigation commenced or threatened or any claim whatsoever) arising out of or based upon any false representation or warranty or breach or failure by the undersigned to comply with any covenant or agreement made by the undersigned herein or in this Agreement or in any other document furnished by the undersigned to any of the foregoing in connection with this transaction.

11. Notice. All notices in connection with this Agreement shall be in writing and personally delivered or delivered via overnight mail, with written receipt therefore, or sent by certified mail, return receipt requested, to each of the parties hereto at their addresses set forth above (or such other address as may hereafter be designated by either party in writing in accordance with this Section 11) with a copy, in the case of notice to the Company, to Tri-Core Mexico Land Development, LLC, at 8840 E. Chaparral Road, Suite 150, Scottsdale, AZ 85250. Such notice shall be effective upon personal or overnight delivery or five (5) days after mailing by certified mail.

12. Miscellaneous.

(f) This Agreement is not assignable by the undersigned. This Agreement shall be binding upon and shall inure to the benefit of the parties, their successors and, subject to the above limitation, their assigns, and shall not be enforceable by any third party.

(b) This Agreement shall be deemed to have been made in the State of Arizona and any and all performance hereunder, or breach thereof, shall be interpreted and construed pursuant to the laws of the State of Arizona without regard to conflict of laws rules applied in State of Arizona. The parties hereto hereby consent to personal jurisdiction and venue exclusively in the State of Arizona with respect to any action or proceeding brought with respect to this Agreement.

© This Agreement contains all oral and written agreements, representations and arrangements between the parties with respect to its subject matter, and no representations or warranties are made or implied,

except as specifically set forth herein. No modification, waiver, or amendment of any of the provisions of this Agreement shall be effective unless in writing and signed by both parties to this Agreement.

(d) No waiver of any breach of any terms of this Agreement shall be effective unless made in writing signed by the party against whom enforcement of the waiver is sought, and no such waiver shall be construed as a waiver of any subsequent breach of that term or of any other term of the same or different nature.

(e) If any provision or portion of this Agreement or the application thereof to any person or party or circumstances shall be invalid or unenforceable under applicable law, such event shall not affect, impair, or render invalid or unenforceable the remainder of this Agreement.

(f) Each of the parties hereto shall cooperate and take such actions, and execute such other documents, at the execution hereof or subsequently, as may be reasonably requested by the other in order to carry out the provisions and purposes of this Agreement.

IN WITNESS WHEREOF, the undersigned, by his or its execution hereof, agrees to be bound by this Agreement.

Executed this _____ day of _____, 2008, at _____ (City), _____ (State).

If the Investor is an INDIVIDUAL, complete the following:

The undersigned (circle one): **[is]** **[is not]** a citizen or resident of the United States.

Print Name of Individual

Print Name of Spouse
(if Funds are to be Invested in Joint Name or are
Community Property)

Print Social Security Number of Individual

Print Social Security Number of Spouse
(if Funds are to be Invested in Joint Name or are
Community Property)

Signature of Individual

Signature of Spouse
(if Funds are to be Invested in Joint Name or are
Community Property)

Print Address of Residence:

Print Residential Telephone Number:

()

If the investor is PARTNERSHIP, CORPORATION, TRUST OR OTHER ENTITY, complete the following:

The undersigned (circle one) [is] [is not] a foreign partnership, foreign corporation, trust or foreign estate (as defined in the Internal Revenue Code of 1986, as amended, and the treasury regulations promulgated there under).

Northern Capital Holdings, LLC

Print Name of Partnership, Corporation,
Trust or Entity

Print Title of Authorized Representative

Signature of Authorized Representative

Genesee, Michigan

Print Jurisdiction of Organization or
Incorporation

John Hohman

Print Name of Authorized Representative

Print Federal Tax Identification Number

Print Address of Residence:

Print Residential Telephone Number:

Michigan

ACCEPTANCE

The terms of the foregoing, including the subscription described therein, are agreed to and accepted on this _____ day of _____, 2008.

TRI-CORE MEXICO LAND
DEVELOPMENT, LLC

By:

Jason Todd Mogler - Principal

**EXHIBIT 1
INVESTOR STATUS**

(Please indicate by providing your initials next to the appropriate category in which the undersigned is included, and if the undersigned is an Accredited Investor, check the appropriate category of Accredited Investors in which the undersigned is an entity).

initials

- A. **"Nonaccredited Investor"**. The undersigned does not meet the definition of an "Accredited Investor" as defined herein below;

initials

- B. **"Accredited Investor"**. The undersigned is an Accredited Investor as defined below (*check applicable box*):

☐ 1. Any natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase exceeds One Million (\$1,000,000) Dollars;

☐ 2. Any natural person who had an individual income in excess of Two Hundred Thousand (\$200,000) Dollars in each of the two most recent years, or joint income with that person's spouse in excess of Three Hundred Thousand (\$300,000) Dollars in each of those years and has a reasonable expectation of reaching the same income level in the current year;

☐ 3. Any bank as defined in Section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act, whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934; any insurance company as defined in Section 2(a)(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company, as defined in Section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U. S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions, for the benefits of its employees if such plan has total assets in excess of Five Million (\$5,000,000) Dollars; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, (as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company or registered investment adviser) or if the employee benefit plan has total assets in excess of Five Million (\$5,000,000) Dollars if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

☐4. Any private business development company (as defined in Section 202(a)(22) of the Investment Advisers Act of 1940);

☐5. Any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered with total assets in excess of Five Million (\$5,000,000) Dollars;

☐6. Any director, executive officer or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;

☐7. Any trust, with total assets in excess of Five Million (\$5,000,000) Dollars, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii); and

☐8.* Any entity in which all of the equity owners are Accredited Investors.

NOTE: Entities (a) which are formed for the purpose of investing in the Company, or (b) the equity owners of which have contributed additional capital for the purpose of investing in the Company, shall be "looked through" and each equity owner must meet the definition of an accredited investor in any of paragraphs 1, 2, 3, 4, 5, 6 or 7 above and will be treated as a separate subscriber who must meet all suitability requirements.

* If this box is checked, please indicate on a separate schedule to be attached hereto, the category of Accredited Investor in which each equity owner of such entity is included.

EXHIBIT B

PROMISSORY NOTE

THIS NOTE HAS BEEN MADE FOR INVESTMENT PURPOSES ONLY AND NOT WITH A VIEW TO OR FOR SALE IN CONNECTION WITH THE DISTRIBUTION THEREOF AND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"). THIS NOTE MAY NOT BE SOLD, TRANSFERRED, OR ASSIGNED ("TRANSFER") UNLESS IT IS SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE AND THE MAKER CONSENTS IN WRITING TO SUCH TRANSFER.

Tri-Core Mexico Land Development, LLC, an Arizona Limited Liability Company, with offices at 8840 E. Chaparral Road, Suite 150, Scottsdale, AZ 85250 (the "Maker"), for value received, promises to pay to the Individual and/or legal entity designated in this Note as the "HOLDER," the principal sum of **Ten Thousand Dollars** with a rate of return of eighty percent (80%), compounded annually. Interest shall be due and payable at maturity and based on the commencement date of the Note. The entire Principal shall be due and payable to the Holder no later than twenty-four (24) months from the Commencement Date. Maker may at any time or from time to time make a voluntary prepayment, whether in full or in part, of this Note, without premium or penalty.

1. NOTES

This Note in the principal amount of Five Thousand (\$5,000) Dollars per Note, or any fractional amounts, is offered for sale by the Maker, pursuant to that certain "Private Placement Memorandum" dated May 1, 2007. The Note shall be senior debt of the Maker and secured by the property.

2. EVENTS OF DEFAULT

A default shall be defined as one or more of the following events ("Event of Default") occurring and continuing:

- (a) The Maker shall fail to pay any interest payment on this Note when due for a period of thirty (30) days after notice of such default has been sent by the Holder to the Maker.

(b) The Maker shall dissolve or terminate the existence of the Maker.

(c) The Maker shall file a petition in bankruptcy, make an assignment for the benefit of its creditors, or consent to or acquiesce in the appointment of a receiver for all or substantially all of its property, or a petition for the appointment of a receiver shall be filed against the Maker and remain unstayed for at least ninety (90) days.

Upon the occurrence of an Event of Default, the Holder of this Note may, by written notice to the Maker, declare the unpaid principal amount and all accrued interest of the Note immediately due and payable.

3. SECURITY FOR PAYMENT OF THE NOTE(S)

The Note(s) offered by the MAKER are secured by future land purchase.

4. COMMENCEMENT DATE OF THE NOTE

The Commencement Date of the Note shall be the "Effective Date," as defined in that certain "Subscription Agreement" attached as Exhibit A to the Private Placement Memorandum.

5. STATUS OF HOLDER

The Maker may treat the Holder of this Note as the absolute owner of this Note for the purpose of making payments of principal or interest and for all other purposes, and shall not be affected by any notice to the contrary, unless the Maker so consents in writing.

6. SECURITIES ACT RESTRICTIONS

This Note has not been registered for sale under the Act. This Note may not be sold, offered for sale, pledged, assigned or otherwise disposed of, unless certain conditions are satisfied, as more fully set forth in the Subscription Agreement.

7. ATTORNEYS' FEES

The prevailing party in an action to enforce this Note shall be entitled to reasonable attorneys' fees, costs, and collection expense.

8. MISCELLANEOUS.

(a) **Successors and Assigns.** The Holder may not assign, transfer or sell this Note to any party without the express written consent of the

Maker. This Note shall be binding upon and shall inure to the benefit of the parties, their successors and, subject to the above limitation, their assigns, and shall not be enforceable by any third party.

(b) **Entire Agreement.** This Note contains all oral and written agreements, representations and arrangements between the parties with respect to its subject matter, and no representations or warranties are made or implied, except as specifically set forth herein. No modification, waiver, or amendment of any of the provisions of this Note shall be effective unless in writing and signed by both parties to this Note.

(c) **Notices.** All notices in connection with this Note shall be in writing and personally delivered or delivered via overnight mail, with written receipt thereof, or sent by certified mail, return receipt requested, to each of the parties hereto at their addresses set forth above (or such other address as may hereafter be designated by either party in writing in accordance with this Section 8) with a copy to Tri-Core Mexico Land Development, LLC, 8840 E. Chaparral Road, Suite 150, Scottsdale, AZ 85250. Such notice shall be effective upon personal or overnight delivery or five (5) days after mailing by certified mail.

(d) **Section Headings.** The headings of the various sections of the Note have been inserted as a matter of convenience for reference only and shall be of no legal effect.

(e) **Severability.** If any provision or portion of this Note or the application thereof to any person or party or circumstances shall be invalid or unenforceable under applicable law, such event shall not affect, impair, or render invalid or unenforceable the remainder of this Note.

(f) **Applicable Law.** This Note shall be deemed to have been made in the State of Arizona, and any and all performance hereunder, or breach thereof, shall be interpreted and construed pursuant to the laws of the State of Arizona without regard to conflict of laws rules applied in the State of Arizona. The parties hereto hereby consent to personal jurisdiction and venue exclusively in the State of Arizona with respect to any action or proceeding brought with respect to this Note.

Maker:

**Tri-Core Mexico Land Development,
LLC,**
An Arizona Company
8840 E. Chaparral Road - Suite 150
Scottsdale, AZ 85250

Holder:

Northern Capital Holdings, LLC – John Hohman,
Agent

Print Name

Signature & Date

EXHIBIT C

Tri-Core Mexico Land Development, LLC, Investor Suitability Questionnaire

To: Prospective purchasers of Promissory Notes (the "Notes") offered by Tri-Core Mexico Land Development, LLC (the "Company").

The Purpose of this Questionnaire is to solicit certain information regarding your financial status to determine whether you are an "Accredited Investor," as defined under applicable federal and state securities laws, and otherwise meet the suitability criteria established by the Company for purchasing Notes. ***This questionnaire is not an offer to sell securities.***

Your answers will be kept as confidential as possible. You agree, however, that this Questionnaire may be shown to such persons as the Company deems appropriate to determine your eligibility as an Accredited Investor or to ascertain your general suitability for investing in the Notes.

Please answer all questions completely and execute the signature page

A. Personal

1. Full Name: _____

2. Address of Principal Residence: _____

County: _____

3. Residence Telephone: (____) _____

4. Where are you registered to vote (County & State)? _____

5. Your driver's license is issued by the following state: _____

6. Other Residences or Contacts: Please identify any other state where you own a residence, are registered to vote, pay income taxes, hold a driver's license, or have any other contacts, and describe your connection with such state:

7. Please send all correspondence to:

(1) _____ Residence Address (as set forth in item A-2)

(2) _____ Business Address (as set forth in item B-1)

8. Date of Birth: _____

9. Citizenship: _____

10. Social Security Number or Tax I.D. # _____

B. Occupations and Income

1. Occupation: _____

(a) Business Address: _____

(b) Business Telephone Number: (____) _____

2. Gross income during each of the last two years exceeded:

(1) _____ \$25,000

(3) _____ \$50,000

(2) _____ \$100,000

(4) _____ \$200,000

3. Joint gross income with spouse during each of the last two years exceeded \$300,000

(1) _____ Yes

(2) _____ No

4. Estimated gross income during current year exceeds:

(1) _____ \$25,000

(3) _____ \$50,000

(2) _____ \$100,000

(4) _____ \$200,000

5. Estimated joint gross income with spouse during current year exceeds \$300,000

(1) _____ Yes

(2) _____ No

C. Net Worth

1. Current net worth or joint net worth with spouse (note that "net worth" includes all of the assets owned by you and your spouse in excess of total liabilities, including the fair market value, less any mortgage, of your principal residence.)

(1) _____ \$50,000-\$100,000 (2) _____ \$100,000-\$250,000 (3) _____ \$250,000-\$500,000

(4) _____ \$500,000-\$750,000 (5) _____ \$750,000-\$1,000,000 (6) _____ over \$1,000,000

2. Current value of liquid assets (cash, freely marketable securities, cash surrender value of life insurance policies, and other items easily convertible into cash) is sufficient to provide for current needs and possible personal contingencies:

(1)____Yes

(2)____No

D. Affiliation with the Company

Are you a director or executive officer of the Company?

(1)____Yes

(2)____No

E. Investment Percentage of Net Worth

If you expect to invest at least \$100,000 in Notes, does your total purchase price exceed 10% of your net worth at the time of sale, or joint net worth with your spouse.

(1)____Yes

(2)____No

F. Consistent Investment Strategy

Is this investment consistent with your overall investment strategy?

(1)____Yes

(2)____No

G. Prospective Investor's Representations

The information contained in this Questionnaire is true and complete, and the undersigned understands that the Company and its counsel will rely on such information for the purpose of complying with all applicable securities laws as discussed above. The undersigned agrees to notify the Company promptly of any change in the foregoing information which may occur prior to any purchase by the undersigned of securities from the Company.

Prospective Investor:

Signature

Date: _____

Signature (of joint purchase if purchase is to be made as
joint tenants or as tenants in common)

EXHIBIT D

TRI-CORE MEXICO LAND DEVELOPMENT, LLC BUSINESS PLAN

On file with Tri-Core Business Development, LLC.

**MICHIGAN DEPARTMENT OF LABOR & ECONOMIC GROWTH
BUREAU OF COMMERCIAL SERVICES**

Date Received:

(FOR BUREAU USE ONLY)

This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

FILED

JAN 03 2008

RECEIVED
BUREAU OF COMMERCIAL SERVICES

Print Name: JOHN DAVID HOFFMAN 01/03/08

LABOR: 3403 FEE: \$20.00

ID: JOHN D HOFFMAN

Name

JOHN HOFFMAN

Address

City

State

Zip Code

MI

EFFECTIVE DATE:

Document will be returned to the name and address you enter above. If left blank document will be mailed to the registered office.

ARTICLES OF ORGANIZATION
For use by Domestic Limited Liability Companies

(Please read information and instructions on last page)

Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned execute the following Articles.

E0163G

ARTICLE I

The name of the limited liability company is: NORTHERN CAPITAL HOLDINGS, LLC

ARTICLE II

The purpose or purposes for which the limited liability company is formed is to engage in any activity within the purposes for which a limited liability company may be formed under the Limited Liability Company Act of Michigan.

TO BUY REAL ESTATE

ARTICLE III

The duration of the limited liability company if other than perpetual is: _____

ARTICLE IV

1. The street address of the location of the registered office is:

(Street Address)

FENTON

(City)

Michigan

(ZIP Code)

2. The mailing address of the registered office if different than above:

(Street Address or P.O. Box)

(City)

Michigan

(ZIP Code)

3. The name of the resident agent at the registered office is: JOHN DAVID HOFFMAN

ARTICLE V (Insert any desired additional provision authorized by the Act; attach additional pages if needed.)

Signed this 27 day of DEC, 2007

By

John David Hoffman
(Signature(s) of Organizer(s))

JOHN DAVID HOFFMAN
(Type or Print Name(s) of Organizer(s))

ACC011714
FILE #8337

CL

Amount: \$10,000.00

Sequence Number: 9200859895

Account: 2938

Capture Date: 01/31/2008

Bank Number: 07200080

Check Number: 3406

JOHN D. HOHMAN JODI C. HOHMAN		10-90	3406
MI		Date	Jan 26, 2008
Pay to the Order of		Tri-Core Business Development, LLC \$ 10,000	
Ten thousand & 00/100		Dollars	
LaSalle Bank ABN AMRO LaSalle Bank Midwest N.A. Troy, MI 48064 lasallebank.com		For	
1:072000805: 2938		03406	

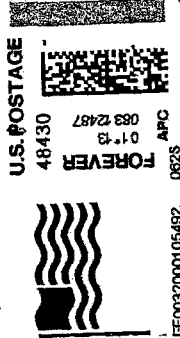
GUARDIANE SAFETY BLUE WORK

Electronic Endorsements:

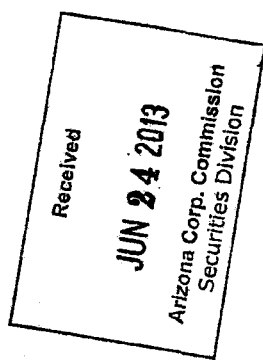
Date	Sequence	Bank #	Endrs Type	TRN	RRC	Bank Name
01/31/2008	6060674281	72000805	Undetermined	N		BANK OF AMERICA, NA
01/30/2008	7137425570	122105278	Rtn Loc/BOFD	Y		WELLS FARGO BANK, NA
01/31/2008	7137425570	122105278	Undetermined	N		WELLS FARGO BANK, NA

ACC011715
FILE #8337

John Holland



ANNALISA WEISS
ARIZONA CORPORATE COMMISSION / SECURITIES DIV.
1300 W WASHINGTON ST 3RD FLOOR
PHOENIX AZ 85007



ACC011716
FILE #8337

85007295199

Print Name of Subscriber: Lee H. Floerchinger

Amount Loaned: \$5,000.00

Number of Notes: One (1)

Tri-Core Mexico Land Development, LLC

SUBSCRIPTION DOCUMENTS

**OFFERING OF A MAXIMUM OF SEVEN HUNDRED (700) SECURED PROMISSORY
NOTES**

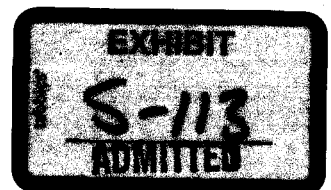
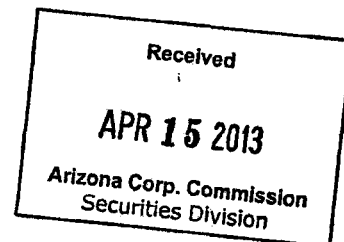
FIVE THOUSAND (\$5,000) DOLLARS PER NOTE

May 1, 2007

SUBSCRIPTION INSTRUCTIONS
(please read carefully)

ACC011143
FILE #8337

A2



Each subscriber for the Secured Promissory Notes, Five Thousand (\$5,000) Dollars per Note (the "Notes") of Tri-Core Mexico Land Development, LLC, an Arizona Limited Liability Company ("the Company"), must complete and execute the Subscription Documents in accordance with the instructions set forth below. The completed documents should be sent to Tri-Core Mexico Land Development, LLC, 8840 E. Chaparral Road, Suite 150, Scottsdale, AZ 85250.

Payment for the Securities should be made by check payable to Tri-Core Companies LLC and enclosed with the documents as directed in Section III below.

I. These Subscription Documents contain all of the materials necessary for you to purchase the Notes. This material is arranged in the following order:

- Subscription Agreement
- Promissory Note
- Confidential Prospective Purchaser's Questionnaire

II. All investors must complete in detail, date, initial, and sign the Subscription Documents where appropriate. All applicable sections must be filled in.

III. Payment for the Notes must be made by check as provided below:

Please make your check payable, in the appropriate amount, for the number of Notes purchased (at Five Thousand (\$5,000) per Note), to Tri-Core Companies, LLC. Your check should be enclosed with your signed subscription documents.

All funds received from subscribers will be placed in a segregated Holding Account of the Company. Once the minimum offering amount has been reached the funds will be transferred to the Company's operating account and will be available for use.

IV. SPECIAL INSTRUCTIONS

FOR CORPORATIONS. Include copy of Board resolution designating the corporate officer authorized to sign on behalf of the corporation, a Board resolution authorizing the investment, and financial statements.

FOR PARTNERSHIPS. Provide a complete copy of the partnership agreement, questionnaire, and financial statements for each General Partner.

FOR TRUSTS. Provide a complete copy of the instruments or agreements creating the trust, as amended to date.

Print Name of Subscriber: Lee H. Floerchinger

Amount Loaned: \$5,000.00

Number of Notes: One (1)

Subscription Agreement

**To: Tri-Core Mexico Land Development, LLC
8840 E. Chaparral Road
Suite 150
Scottsdale, AZ 85250**

Gentlemen:

1. Subscription. The undersigned hereby subscribes for One Note of Tri-Core Mexico Land Development, LLC (the "Company"), an Arizona Limited Liability Company, and agrees to loan to the Company Five Thousand (\$5,000) Dollars per Note for an aggregate loan of \$5,000.00 (the "Loan Amount") upon the terms and subject to the conditions (a) set forth herein, and (b) described in the Confidential Private Placement Memorandum ("Private Placement Memorandum") dated May 1, 2007 together with all exhibits thereto and materials included therewith, and all supplements, if any, related to this offering. The minimum loan is Five Thousand (\$5,000) Dollars, but the Company has the discretion to offer fractional Notes for loans less than the minimum.

2. Note Offering. The Company is offering a maximum of Seven Hundred (700) Notes at Five Thousand (\$5,000) Dollars per Note, with a minimum subscription of one (1) Note (the "Offering"). The maximum aggregate loan to the Company from this Offering will be Three Million Five Hundred Thousand (\$3,500,000) Dollars. The Offering is being made to a limited number of investors pursuant to an exemption available under the Securities Act of 1933 (the "Act"), specifically Rule 506 promulgated under Regulation D, and under certain other laws, including the securities law of certain states.

3. Documents to Be Delivered. The undersigned is delivering to the Company executed copies of this Subscription Agreement (the "Agreement"), the Note(s), Offeree Questionnaire, and all other applicable exhibits and documents (the "Subscription Documents"). The Subscription Documents should be delivered to Tri-Core Mexico Land Development, LLC, at 8840 E. Chaparral Road, Suite 150, Scottsdale, AZ 85250. The undersigned understands and agrees that he or it will not become a "Holder" of the Note(s) and the Company shall not become a "Maker" of the Note(s) unless and until the Agreement and Note(s) are executed by the Company.

4. **Making of Loan Amount.** The undersigned, simultaneously with the delivery of the Subscription Documents to the Company, hereby tenders to the Company the Loan Amount by **check made payable to the order of Tri-Core Companies, LLC** in the amount indicated above.

5. **Acceptance or Rejection of Subscription.** The undersigned understands and agrees that the Company reserves the right, exercisable in its sole discretion, to accept or reject any subscription, in whole or in part, for any reason and that the undersigned will be notified by the Company as promptly as practicable as to whether his or its subscription has been accepted or rejected. If the undersigned's subscription is accepted, in whole or in part, by the Company, the Company will execute this Agreement and the Note(s) and return them to the undersigned. If this subscription is rejected by the Company, either in whole or in part, all funds, in the case of a rejection of the subscription in whole, or those funds representing the amount of the subscription not accepted by the Company, in the case of a rejection of the subscription in part, will be returned to the undersigned as promptly as practicable. If this subscription is rejected in whole by the Company, this Agreement shall be null, void and of no effect. The undersigned does not have the right to withdraw or revoke his or its subscription during the Offering period, except as provided by certain state laws, except that if more than thirty (30) days shall have passed from the date the Company received completed and executed Subscription Documents and the Loan Amount from the undersigned (the "Acceptance Period"), and the Company has not accepted the subscription during the Acceptance Period, the undersigned may withdraw his or its subscription at any time after the Acceptance Period up until such time that the Company subsequently decides, in its sole discretion, to accept the subscription in whole or in part.

6. **Offering Period.** The Company may close in whole or in part or terminate this Offering under any of the following conditions:

1. Upon receipt of the maximum offering subscription amount of Three Million Five Hundred Thousand (\$3,500,000) Dollars

2. Notwithstanding the above, this offer shall terminate one (1) year from the date of this Private Placement Memorandum; or on such later date not exceeding thirty (30) days thereafter to which the Company, in its sole discretion, may extend this Offering.

7. **Closing of the Loan.** The Note(s) subscribed for herein shall not be deemed made by the Company or held by the undersigned until this Agreement and the Note(s) have been countersigned by the Company, and until the funds delivered by the undersigned to the Company with the Subscription Documents have been deposited in the Holding Account and have been cleared by the applicable bank of the Company (the "Effective Date"). Upon the Effective Date, (a) the undersigned shall have loaned to the Company the Loan Amount, (b) the undersigned shall become the Holder and the

Company shall become the Maker of the Note(s) subscribed for by the undersigned, and (c) both the undersigned and the Company shall be bound by the terms of the Private Placement Memorandum and the Subscription Documents and any other undertakings described herein.

8. Representations and Warranties.

(a) The Company hereby represents and warrants as follows:

(i) The Company is a Limited Liability Corporation duly organized, validly existing and in good standing under the laws of the State of Arizona and has the requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now being conducted;

(ii) This Agreement constitutes the valid and binding obligation of the Company enforceable against the Company in accordance with its terms (except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or similar laws from time to time in effect which affect creditor's rights generally and by legal and equitable limitations on the availability of specific performance and other equitable remedies under or by virtue of this Agreement). The Company has all requisite power and authority, corporate and other, to execute and deliver this Agreement and the Note(s) and to consummate the transactions contemplated hereby. All persons who have executed this Agreement and the Note(s) on behalf of the Company have been duly authorized to do so by all necessary corporate action. Neither the execution and delivery of this Agreement and the Note(s) nor the consummation of the transactions contemplated hereby will (A) violate any provision of the Certificate of Incorporation or Operating Agreement of the Company, as currently in effect; (B) violate any judgment, order, injunction, decree or award against, or binding upon, the Company or the securities, assets, properties, operations or business of the Company; or (C) violate any law or regulation applicable to the Company or to the securities, assets, properties, operations or business of the Company.

(b) In order to induce the Company to accept the subscription made hereby, the undersigned hereby represents and warrants to the Company as follows:

(i) The undersigned has received the Private Placement Memorandum and the Subscription Documents. The undersigned has read and understands the Private Placement Memorandum and Subscription Documents and the information contained in

those documents concerning the Company and this Offering or has caused his or its representative to read and examine the Private Placement Memorandum and Subscription Documents. The undersigned has relied only on the information about the Company contained in these documents and his or its own independent investigation in making his or its subscription. The undersigned understands that the Notes will be issued with the rights and subject to the conditions described in the Private Placement Memorandum and Subscription Documents;

(ii) The undersigned is familiar with the terms and conditions of the Offering and is aware that his or its investment involves a degree of risk and the undersigned has read the section in the Private Placement Memorandum titled "Risk Factors".

(iii) The undersigned hereby specifically accepts and adopts each and every provision of this Agreement and acknowledges and agrees with each and every provision of this Agreement and, upon acceptance by the Company of the subscription made hereby, agrees to be bound by such provisions.

(iv) The undersigned acknowledges and is aware that there is no assurance as to the future performance of the Company.

(v) The undersigned, if an individual (A) has reached the age of majority in the state in which he resides and (B) is a bona fide resident and domiciliary (not a temporary or transient resident) of the state set forth below his signature on the signature page hereof and has no present intention of becoming a resident of any other state or jurisdiction. The undersigned, if a partnership, corporation, limited liability company, trust or other entity, was organized or incorporated under the laws of the jurisdiction set forth below the signature made on its behalf on the signature page hereof and has no present intention of altering the jurisdiction of its organization, formation or incorporation.

(vi) The undersigned has the financial ability to bear the economic risk of an investment in the Offering, has adequate means of providing for his or its current needs and personal contingencies, has no need for liquidity in the Note(s) and could afford a complete loss of his or its investment in the Offering.

(vii) The undersigned represents and warrants to the Company that he or it comes within one of the categories of investors as defined in Exhibit 1 hereto (*please indicate by providing your initials next to the appropriate category in which the undersigned is*

included, and if the undersigned is an Accredited Investor, check the appropriate category of Accredited Investors in which the undersigned is an entity).

(viii) The undersigned has been given the opportunity to review the merits of an investment in the Offering with tax and legal counsel or with an investment advisor to the extent the undersigned deemed advisable.

(ix) The undersigned's overall commitment to invest in the Note(s), which are not readily marketable, is not disproportionate to his or its net worth and his or its investment in the Offering will not cause such overall commitment to become excessive.

(x) The undersigned has such knowledge and experience in financial and business matters that he or it is capable of evaluating the merits and risks of an investment in the Offering.

(xi) The undersigned has been given a full opportunity to ask questions of and to receive (A) answers from the Company and its Managers concerning the terms and conditions of this Offering and the business of the Company and (B) such other information as he or it desired in order to evaluate an investment in the Offering, and all such questions have been answered to the full satisfaction of the undersigned. No oral or written representations have been made or oral or written information furnished to the undersigned or the undersigned's advisors in connection with the Offering or interests that were in any way inconsistent with this Subscription Agreement. The undersigned is not participating in the Offering as a result of or subsequent to: (1) any advertisement, article, notice or other communication published in any newspaper, magazine or similar media or broadcast over television, radio or the internet or (2) any seminar or meeting whose attendees have been invited by any general solicitation or general advertising.

(xii) If the undersigned is a corporation, limited liability company, partnership, trust or other entity, it is authorized and qualified to make this loan to the Company and the person signing this Agreement on behalf of such entity has been duly authorized by such entity to do so.

(xiii) If the undersigned is a corporation, limited liability company or partnership, the person signing this Agreement on its behalf hereby represents and warrants that the information contained in this Agreement completed by any shareholders of such corporation, members of such limited liability company or partners of such

partnership is true and correct with respect to such shareholder, member or partner (and if any such shareholder is itself a corporation, limited liability company or partnership, with respect to all persons having an equity interest in such corporation, limited liability company or partnership, whether directly or indirectly) and that the person signing this Agreement has made due inquiry to determine the truthfulness and accuracy of the information contained in this Agreement.

(xiv) The purchase of the Note(s) by the undersigned has been duly authorized, and the execution, delivery and performance of this Agreement does not conflict with the undersigned's partnership agreement, certificate of incorporation, by-laws, articles of organization, operating agreement or any agreement to which the undersigned is a party and this Agreement is a valid and binding agreement enforceable against the undersigned in accordance with its terms.

(xv) The undersigned hereby represents that he or it is subscribing for the Notes as principal or as trustee, solely for the account of the undersigned, for investment purposes only and not with a view to, or for, subdivision, resale, distribution, or fractionalization thereof, in whole or in part, or for the account, in whole or in part, of others; and, except as disclosed herein, no other person has a direct or indirect beneficial interest in the Note(s). The undersigned will hold the Note(s) as an investment and has no reason to anticipate any change in circumstances or other particular occasion or event, which would cause the undersigned to attempt to sell any of the Note(s).

(xvi) The undersigned acknowledges his or its understanding that (A) the Offering of the Note(s) by the Company has not been registered under the Act, as amended, or the securities laws of certain states in reliance on specific exemptions from registration, (B) the Confidential Memorandum and Subscription Documents have not been filed with or reviewed by the Securities and Exchange Commission or the securities department of any state and no securities administrator of any state or the federal government has recommended or endorsed this Offering or made any finding or determination relating to the fairness of an investment in the Company, and (C) the Offering of the Note(s) by the Company is intended to be exempt from registration pursuant to Section 4 (2) of the Act and the rules promulgated thereunder by the Securities and Exchange Commission, and that the undersigned's Note(s) cannot be sold, pledged, assigned or

otherwise disposed of unless they are registered under the Act or an exemption from such registration is available.

(xvii) The undersigned represents and warrants that he or it will not transfer or convey all or part of his or its financial interest in the Note(s) unless such Note(s) are subsequently registered under the Act, or an exemption from such registration is available and without (A) the prior written consent of the Company and (B) an opinion of counsel acceptable to the Company and its counsel to the effect that the Note(s) may be transferred without violation of the registration requirements of the Act or any applicable state securities laws, as may be amended from time to time. The undersigned further acknowledges that there can be no assurance that the Company will file any registration statement for the Note(s) for which the undersigned is subscribing, that such registration statement, if filed, will be declared effective or, if declared effective, that the Company will be able to keep it effective until the undersigned sells the Note(s) registered thereon.

(xviii) The undersigned understands that this Agreement is subject to the Company's acceptance and may be rejected by the Company at any time in its sole discretion in whole or any part prior to issuance of the Note(s) with respect to the undersigned's subscription, notwithstanding prior receipt by the undersigned of notice of acceptance of the undersigned's subscription. The Company reserves the right to withdraw the Offering at any time.

(xix) The undersigned acknowledges that this Agreement shall become binding upon the undersigned when it is countersigned by the Company, and the undersigned is not entitled to cancel, terminate or revoke this subscription before or after acceptance by the Company, except as otherwise provided in this Agreement.

(xx) All information provided by the undersigned in the Investor Questionnaire and Investor Representative Questionnaire (if applicable) which accompanies this Agreement is true and accurate in all respects, and the undersigned acknowledges that the Company will be relying on such information to its possible detriment in deciding whether the Company can make these Note(s) to the undersigned without giving rise to the loss of an exemption from registration under the applicable securities laws.

9. Foreign Person. If the undersigned has indicated on the signature page of this Agreement that he, she or it is a foreign person, he, she, or it agrees to notify the Company in writing within sixty (60) days of becoming a nonresident

alien, foreign corporation, foreign partnership, foreign trust, foreign estate, or other foreign entity, as the case may be.

10. Indemnity. The undersigned agrees to indemnify and hold harmless the Company, its managers, members, agents, attorneys and affiliates and each other person, if any, who controls any thereof, within the meaning of Section 15 of the Act, against any and all loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all expenses reasonably incurred in investigating, preparing or defending against any litigation commenced or threatened or any claim whatsoever) arising out of or based upon any false representation or warranty or breach or failure by the undersigned to comply with any covenant or agreement made by the undersigned herein or in this Agreement or in any other document furnished by the undersigned to any of the foregoing in connection with this transaction.

11. Notice. All notices in connection with this Agreement shall be in writing and personally delivered or delivered via overnight mail, with written receipt therefore, or sent by certified mail, return receipt requested, to each of the parties hereto at their addresses set forth above (or such other address as may hereafter be designated by either party in writing in accordance with this Section 11) with a copy, in the case of notice to the Company, to Tri-Core Mexico Land Development, LLC, at 8840 E. Chaparral Road, Suite 150, Scottsdale, AZ 85250. Such notice shall be effective upon personal or overnight delivery or five (5) days after mailing by certified mail.

12. Miscellaneous.

(a) This Agreement is not assignable by the undersigned. This Agreement shall be binding upon and shall inure to the benefit of the parties, their successors and, subject to the above limitation, their assigns, and shall not be enforceable by any third party.

(b) This Agreement shall be deemed to have been made in the State of Arizona and any and all performance hereunder, or breach thereof, shall be interpreted and construed pursuant to the laws of the State of Arizona without regard to conflict of laws rules applied in State of Arizona. The parties hereto hereby consent to personal jurisdiction and venue exclusively in the State of Arizona with respect to any action or proceeding brought with respect to this Agreement.

(c) This Agreement contains all oral and written agreements, representations and arrangements between the parties with respect to its subject matter, and no representations or warranties are made or implied, except as specifically set forth herein. No modification, waiver, or amendment of any of the provisions of this Agreement shall be effective unless in writing and signed by both parties to this Agreement.

(d) No waiver of any breach of any terms of this Agreement shall be effective unless made in writing signed by the party against whom enforcement of the waiver is sought, and no such waiver shall be construed as a waiver of any subsequent breach of that term or of any other term of the same or different nature.

(e) If any provision or portion of this Agreement or the application thereof to any person or party or circumstances shall be invalid or unenforceable under applicable law, such event shall not affect, impair, or render invalid or unenforceable the remainder of this Agreement.

(f) Each of the parties hereto shall cooperate and take such actions, and execute such other documents, at the execution hereof or subsequently, as may be reasonably requested by the other in order to carry out the provisions and purposes of this Agreement.

IN WITNESS WHEREOF, the undersigned, by his or its execution hereof, agrees to be bound by this Agreement.

Executed this _____ day of January, 2008, at Scottsdale (City), Arizona (State).

If the Investor is an INDIVIDUAL, complete the following:

The undersigned (circle one) [is] [is not] a citizen or resident of the United States.

Lee H. Floerchinger

Print Name of Individual

Print Name of Spouse

(If Funds are to be invested in Joint Name or are Community Property)

[REDACTED]
Print Social Security Number of Individual

Print Social Security Number of Spouse

(If Funds are to be Invested in Joint Name or are Community Property)

[Signature]

Signature of Individual

Signature of Spouse

(If Funds are to be Invested in Joint Name or are Community Property)

SIGN
HERE

Print Address of Residence:

Print Residential Telephone Number:

Arizona

If the investor is PARTNERSHIP, CORPORATION, TRUST OR OTHER ENTITY, complete the following:

The undersigned (circle one) [is] [is not] a foreign partnership, foreign corporation, trust or foreign estate (as defined in the Internal Revenue Code of 1986, as amended, and the treasury regulations promulgated there under).

Print Name of Partnership, Corporation,
Trust or Entity

Title of Authorized Representative

Signature of Authorized Representative

Print Jurisdiction of Organization or
Incorporation

Print Name of Authorized Representative

Print Federal Tax Identification Number

Print Address of Residence:

Print Residential Telephone Number:

()

ACCEPTANCE

The terms of the foregoing, including the subscription described therein, are agreed to and accepted on this _____ day of January, 2008.

TRI-CORE MEXICO LAND
DEVELOPMENT, LLC

By:

Jason Todd Mogler – Principal

A13

ACC011154
FILE #8337

**EXHIBIT 1
INVESTOR STATUS**

(Please indicate by providing your initials next to the appropriate category in which the undersigned is included, and if the undersigned is an Accredited Investor, check the appropriate category of Accredited Investors in which the undersigned is an entity).

initials

A. **"Nonaccredited Investor"**. The undersigned does not meet the definition of an "Accredited Investor" as defined herein below;

 AK
initials

B. **"Accredited Investor"**. The undersigned is an Accredited Investor as defined below *(check applicable box)*:

☐ 1. Any natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase exceeds One Million (\$1,000,000) Dollars;

☐ 2. Any natural person who had an individual income in excess of Two Hundred Thousand (\$200,000) Dollars in each of the two most recent years, or joint income with that person's spouse in excess of Three Hundred Thousand (\$300,000) Dollars in each of those years and has a reasonable expectation of reaching the same income level in the current year;

☐ 3. Any bank as defined in Section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act, whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934; any insurance company as defined in Section 2(a)(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company, as defined in Section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U. S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions, for the benefits of its employees if such plan has total assets in excess of Five Million (\$5,000,000) Dollars; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, (as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company or registered investment adviser) or if the employee benefit plan has total assets in excess of Five Million (\$5,000,000) Dollars if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

☐ 4. Any private business development company (as defined in Section 202(a)(22) of the Investment Advisers Act of 1940);

☐ 5. Any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered with total assets in excess of Five Million (\$5,000,000) Dollars;

☐ 6. Any director, executive officer or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;

☐ 7. Any trust, with total assets in excess of Five Million (\$5,000,000) Dollars, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii); and

☐ 8. Any entity in which all of the equity owners are Accredited Investors.

NOTE: Entities (a) which are formed for the purpose of investing in the Company, or (b) the equity owners of which have contributed additional capital for the purpose of investing in the Company, shall be "looked through" and each equity owner must meet the definition of an accredited investor in any of paragraphs 1, 2, 3, 4, 5, 6 or 7 above and will be treated as a separate subscriber who must meet all suitability requirements.

* If this box is checked, please indicate on a separate schedule to be attached hereto, the category of Accredited Investor in which each equity owner of such entity is included.

EXHIBIT B

PROMISSORY NOTE

THIS NOTE HAS BEEN MADE FOR INVESTMENT PURPOSES ONLY AND NOT WITH A VIEW TO OR FOR SALE IN CONNECTION WITH THE DISTRIBUTION THEREOF AND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"). THIS NOTE MAY NOT BE SOLD, TRANSFERRED, OR ASSIGNED ("TRANSFER") UNLESS IT IS SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE AND THE MAKER CONSENTS IN WRITING TO SUCH TRANSFER.

Tri-Core Mexico Land Development, LLC, an Arizona Limited Liability Company, with offices at 8840 E. Chaparral Road, Suite 150, Scottsdale, AZ 85250 (the "Maker"), for value received, promises to pay to the Individual and/or legal entity designated in this Note as the "HOLDER," the principal sum of **Five Thousand Dollars** with a rate of return of eighty percent (80%), compounded annually. Interest shall be due and payable at maturity and based on the commencement date of the Note. The entire Principal shall be due and payable to the Holder no later than twenty-four (24) months from the Commencement Date. Maker may at any time or from time to time make a voluntary prepayment, whether in full or in part, of this Note, without premium or penalty.

1. NOTES

This Note in the principal amount of Five Thousand (\$5,000) Dollars per Note, or any fractional amounts, is offered for sale by the Maker, pursuant to that certain "Private Placement Memorandum" dated May 1, 2007. The Note shall be senior debt of the Maker and secured by the property.

2. EVENTS OF DEFAULT

A default shall be defined as one or more of the following events ("Event of Default") occurring and continuing:

- (a) The Maker shall fail to pay any interest payment on this Note when due for a period of thirty (30) days after notice of such default has been sent by the Holder to the Maker.
- (b) The Maker shall dissolve or terminate the existence of the Maker.

(c) The Maker shall file a petition in bankruptcy, make an assignment for the benefit of its creditors, or consent to or acquiesce in the appointment of a receiver for all or substantially all of its property, or a petition for the appointment of a receiver shall be filed against the Maker and remain unstayed for at least ninety (90) days.

Upon the occurrence of an Event of Default, the Holder of this Note may, by written notice to the Maker, declare the unpaid principal amount and all accrued interest of the Note immediately due and payable.

3. SECURITY FOR PAYMENT OF THE NOTE(S)

The Note(s) offered by the MAKER are secured by future land purchase.

4. COMMENCEMENT DATE OF THE NOTE

The Commencement Date of the Note shall be the "Effective Date," as defined in that certain "Subscription Agreement" attached as Exhibit A to the Private Placement Memorandum.

5. STATUS OF HOLDER

The Maker may treat the Holder of this Note as the absolute owner of this Note for the purpose of making payments of principal or interest and for all other purposes, and shall not be affected by any notice to the contrary, unless the Maker so consents in writing.

6. SECURITIES ACT RESTRICTIONS

This Note has not been registered for sale under the Act. This Note may not be sold, offered for sale, pledged, assigned or otherwise disposed of, unless certain conditions are satisfied, as more fully set forth in the Subscription Agreement.

7. ATTORNEYS' FEES

The prevailing party in an action to enforce this Note shall be entitled to reasonable attorneys' fees, costs, and collection expense.

8. MISCELLANEOUS.

(a) **Successors and Assigns.** The Holder may not assign, transfer or sell this Note to any party without the express written consent of the Maker. This Note shall be binding upon and shall inure to the benefit of the parties, their successors and, subject to the above limitation, their assigns, and shall not be enforceable by any third party.

Entire Agreement. This Note contains all oral and written agreements, covenants, conditions and arrangements between the parties with respect to its subject matter. No representations or warranties are made or implied, except as otherwise indicated herein. No modification, waiver, or amendment of any of the provisions of this Note shall be effective unless in writing and signed by both parties.

Notices. All notices in connection with this Note shall be in writing and shall be delivered or delivered via overnight mail, with written receipt thereof, to each of the parties hereto at the address last set forth above (or such other address as may hereafter be designated in writing in accordance with this Section 8) with a copy to the Vendor and Development, LLC, 8840 E. Chaparral Road, Suite 150, Scottsdale, AZ 85250. Such notice shall be effective upon personal or certified delivery or five (5) days after mailing by certified mail.

Section Headings. The headings of the various sections of the Note have been inserted as a matter of convenience for reference only and shall be of no effect.

Severability. If any provision or portion of this Note or the application thereof to any person or party or circumstances shall be invalid or unenforceable under applicable law, such event shall not affect, impair, or render invalid or unenforceable the remainder of this Note.

Applicable Law. This Note shall be deemed to have been made in the State of Arizona, and any and all performance hereunder, or breach thereof, shall be governed and construed pursuant to the laws of the State of Arizona without regard to conflict of laws rules applied in the State of Arizona. The parties hereto hereby consent to personal jurisdiction and venue exclusively in the State of Arizona with respect to any action or proceeding brought with respect to this Note.

Maker:

Tri-Cont. Mexico Land Development, LLC
An Arizona Company
8840 E. Chaparral Road - Suite 150
Scottsdale, AZ 85250

Holder:

Lee H. Floerchinger

Print Name



Signature & Date 1-4-08

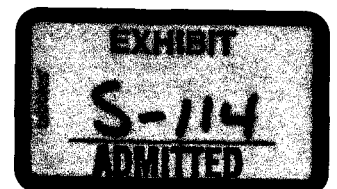
From: Megan McCormick [megan@tricoreworld.com]
Sent: Thursday, August 21, 2008 1:54 PM
To: tjmisdaman@ [REDACTED] don.crandell@ [REDACTED]
andrew.mayhew@ [REDACTED] pwietsma@ [REDACTED] donna@ [REDACTED]
victoria.mcknight@ [REDACTED]; naturalhealthstuff@ [REDACTED]; dbeasleyva@ [REDACTED]
pitschins@ [REDACTED] patrickpbob@ [REDACTED] brian@ [REDACTED] romero_m@ [REDACTED]
mike@ [REDACTED] pippens04@ [REDACTED] johnploof@ [REDACTED] gdallen3@ [REDACTED]
jeanettejohnston@ [REDACTED] delfang@ [REDACTED] kfangmeier@ [REDACTED] jmarino52@ [REDACTED]
@ [REDACTED] frcarrie@ [REDACTED]; brichardson 83@ [REDACTED] jkaphx@ [REDACTED]
kstkristy@ [REDACTED] marmspfd@ [REDACTED] rarmstrong@ [REDACTED]
nsimak0037@ [REDACTED] jwixson106@ [REDACTED] marks_idealhealth@ [REDACTED]
jimvmusic@ [REDACTED] jenn@ [REDACTED] com; pmsx7@ [REDACTED]
leefloerchinger@ [REDACTED] belindaoptima@ [REDACTED] mariamacsay@ [REDACTED]
hrj@ [REDACTED] dmvoll@ [REDACTED] tiffeurope@ [REDACTED] ckolber@ [REDACTED]
johnhohman9@ [REDACTED] corymsanchez@ [REDACTED] tennenbaum@ [REDACTED]
tennenbaum@ [REDACTED] leo@ [REDACTED] mitz2teach@ [REDACTED]
drmangas@ [REDACTED] perrj1@ [REDACTED] et@ [REDACTED] keyplayr1@ [REDACTED]
kas@ [REDACTED] itz2teach@ [REDACTED] drmangas@ [REDACTED] davealicia@ [REDACTED]
andrew@ [REDACTED] harrycwong@ [REDACTED] david@ [REDACTED]
mhansen@ [REDACTED] rsk007@ [REDACTED] warren_s5078@ [REDACTED] gdallen3@ [REDACTED]
@ [REDACTED] afrancis1@ [REDACTED] dfrancis@ [REDACTED] mlang7@ [REDACTED]
demmer@ [REDACTED] pemmer@ [REDACTED] mederby@ [REDACTED]
Cc: brian@tricoreworld.com
Subject: Tri-Core Companies, LLC Lot 5 Monthly Update
Importance: High

Dear Investors,
Below is the link to your monthly update on your investment you have made in Lot 5. Please contact us with any questions or concerns. Thank You!

Your recording is now available on the WebEx service site. Click the link below to play it:

<https://tricoreworld.webex.com/tricoreworld/lr.php?AT=pb&SP=MC&rlD=22991257&rKey=5E242EAE619FC050>

Megan J. McCormick
Production Coordinator
8840 E. Chaparral Road
Suite 150
Scottsdale, AZ 85250
P (877) 527-6698 ext. 232
F (480) 346-3201
C [REDACTED]
Megan@Tricoreworld.com



From: Mike Strnad [mike@REDACTED]
Sent: Friday, February 06, 2009 5:41 PM
To: brian@tricoreworld.com
Subject: Investment - Notes
Attachments: TriCore.doc



To: Brian Buckley

From: Mike Strnad

Re: My Investment - Notes

I am inquiring for two purposes; the first is that I wrote Dennis Narciso several months back about updating my contact information. The other reason is I wanted to find out if the status of the six notes.

Before the economic down turn I attended the "Mexico is Hot" seminar we were told that even though notes were in 24-months in duration, they expected to only hold them 9-14 months. Obviously with the interest these notes pay, the longer the better.

However due to the economy, we are finding ourselves struggling to make ends meet. I am looking into a few possible options to get us to October. However if Tri-Core is planning to end the Notes earlier, then I'd prefer not to use these options.

If you could, please check and confirm that my address and phone number were updated. Also if you could let me know if Tri-Core plans to hold these notes to full term it would also be helpful.

Also after these notes are paid, we will likely be looking to re-invest part of the returns back in other Tri-Core projects if available.

Present Address and Contact Information:

[REDACTED]
[REDACTED] AZ [REDACTED]

Phone: Mike [REDACTED] and Elizabeth [REDACTED]

Thank you,

Michael and Elizabeth Strnad

From: mike@[REDACTED]
Sent: Friday, January 13, 2012 1:26 PM
To: brian@tricoreworld.com
Subject: Lot 5

Brian,

I emailed Jim in November and early in December but did not received any response.

I am an investor in Lot 5. I am writing because I have two questions I'd like to address.

- 1) I have not received any Lot 5 updates for 4-5 months. I am not sure why, but I'd like an update.
- 2) My two year contract extension ended on November 11, 2011. Will there be another one coming? This brings me back to question #1 - what going on with Lot 5?

At the investors meeting in August 2010 Jim informed up this was going to be much longer process to receive all our money per the note. However he was very hopeful we would receive the original amount sometime late in 2011. The interest on the note, and the 20% there after would be later depending on the progress of development of Lot-5.

I am concern with no updates, no returned emails, the expiration of the 2-year contract extension, and no money was received in 2010, I really need an update as I'm sure do the other investors.

Please let me know the progress on Lot-5.

Thank you,

Michael Strnad

mike@[REDACTED]
[REDACTED]



From: james stevens [jlexstevens@[REDACTED]]
Sent: Monday, February 20, 2012 2:20 PM
To: Jason Mogler
Cc: Brian
Subject: Fwd: Loss Statement for 2009 Details

Hi Jason - this is the investor we discussed who needs to show loss for 2009 taxes - she just needs a letter saying he investment was basically lost in 2009 - I forwarded her info before - let me know if you need anything thanks Jim

----- Forwarded message -----

From: J. K. BARNES <kbkristy@[REDACTED]>
Date: Mon, Feb 20, 2012 at 11:34 AM
Subject: RE: Loss Statement for 2009 Details
To: Jim Stevens <jlexstevens@[REDACTED]>
Cc: "J. K. BARNES" <kbkristy@[REDACTED]>

Jim,

Is Tri-Core Engineering still located in Scottsdale off of Chaparel and the Freeway. If the paperwork I need is not at my PO BOX by this Thursday then I will just have to make a trip in person to the actual office to pick it up! I cannot keep waiting any longer! I have already rescheduled my amended 2009 tax preparation three times now! I will be at Tri-Core Engineering office building on Thursday afternoon. Who is the contact person I need to talk to?

Jannene Kristy Barnes
Savant Properties LLC

[REDACTED]
[REDACTED], AZ [REDACTED]

Cell# [REDACTED]

Date: Sun, 12 Feb 2012 15:41:45 -0800

Subject: Re: Loss Statement for 2009 Details
From: jlexstevens@[REDACTED]
To: kbkristy@[REDACTED]

Hi Kristy - I will check to make sure. Thanks Jim Stevens

On Sun, Feb 12, 2012 at 8:24 AM, J. K. BARNES <kbkristy@[REDACTED]> wrote:
Jim,

I checked my PO BOX on thursday and so far have recieved nothing. Are you sure they are sending to the correct address? I no longer own the house on mission lane?
My info is included again below



Jannene Kristy Barnes
Savant Properties LLC

AZ

Cell#

Date: Tue, 7 Feb 2012 09:46:01 -0800

Subject: Re: Loss Statement for 2009 Details

From: jlexstevens@

To: kbkristy@

Hi Kristy - did you get what you needed yet let me know jim

On Tue, Feb 7, 2012 at 8:50 AM, J. K. BARNES <kbkristy@> wrote:

Thank You Jim

Regards,
J. Kristy Barnes

Date: Sat, 4 Feb 2012 12:49:34 -0800

Subject: Re: Loss Statement for 2009 Details

From: jlexstevens@

To: kbkristy@

Hi Kristy I requested the letter and will follow up Monday - sorry for the delay Jim

On Sat, Feb 4, 2012 at 11:35 AM, J. K. BARNES <kbkristy@> wrote:

Jim,

I have everything else to do my taxes but I am still waiting on the statement you need to provide to me for my losses.

Jannene Kristy Barnes
Savant Properties LLC

AZ

Cell#

Date: Thu, 12 Jan 2012 17:30:07 -0800
Subject: Re: Loss Statement for 2009 Details
From: jlexstevens@[REDACTED]
To: kbkristy@[REDACTED]

Hi I am working on it to get it right - have not had this before Jim

On Thu, Jan 12, 2012 at 1:56 PM, J. KRISTY BARNES <kbkristy@[REDACTED]> wrote:

Jim,

I just talked to my tax advisor and she said all I need from you for my 2009 taxes is a letter stating lost principle investment of \$15k in the year 2009 on your official company letterhead to my company listed below and it needs to include your company tax ID#. If you could mail that to my PO box below as soon as possible I would appreciate it. I want to get Uncle Sam off my back.

Regards,

Jannene Kristy Barnes
Savant Properties LLC

[REDACTED]

[REDACTED] AZ [REDACTED]

Cell# [REDACTED]



TRI-CORE
Business Development

Funding and Wire Instructions

Investor:

If you are funding your investment with a check, please make the check out to **Tri-Core Business Development, LLC.**

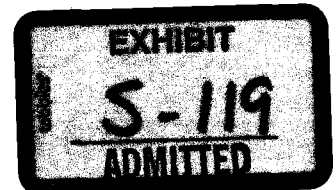
If you are wiring the monies, please use the information provided below.

Wire Information:

Business Name: Tri-Core Business Development, LLC.
Business Address: 8840 E. Chaparral Road - Suite 150, Scottsdale, Arizona 85250
Business Contact: Jason Todd Mogler
Business Phone: (480) 346-3200
Bank Name: Wells Fargo Bank
Bank Address: 6015 N. Scottsdale Road, Scottsdale, Arizona 85250
Bank Phone: (480) 607-2786
ABA #: 121000248
Account #: [REDACTED] 7922

If you need further information or assistance, please contact Dennis Narciso toll-free at (877) 527-6698, or locally at (480) 346-3200 x. 211.

Thank you!



ACC000247
FILE #8337

Tri-Core Companies Investor Information Sheet

Please fill out the appropriate information so that we may complete your investment paperwork.

1. If you will be investing as an individual (or with a spouse or co-investor), please provide the following:

Full Name: DANIEL M FRANCIS

Social Security Number: [REDACTED]

Residential Address: [REDACTED]

[REDACTED] CA [REDACTED]

Residential Phone: [REDACTED]

E-Mail Address: DFRANCIS@ [REDACTED]

Number of units requested: ONE

Spouse/Co-Investor Full Name:

(If applicable, e.g. filing jointly or for community property)

Spouse/Co-Investor SSN: [REDACTED]

Co-Investor's Home Address (if different from primary):

Co-Investor Home Phone:

(If different from primary investor)

Co-Investor E-mail Address:

2. If you will be investing via a trust, partnership, corporation, or other business entity, please provide the following:

Full legal name of the entity: DANIEL M FRANCIS

Name & Title of an authorized representative: ENTRUST MID SOUTH LLC

Federal tax ID number of the entity (if applicable): [REDACTED]

Account Number (if applicable; i.e. for a self-directed IRA): [REDACTED] 10-02

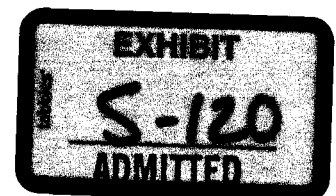
Jurisdiction (state & county) of the entity:

Investor's E-mail Address: DFRANCIS@ [REDACTED]

Investor's Residential Address: [REDACTED] CA [REDACTED]

Investor's Residential Phone: [REDACTED]

Referral Source: [REDACTED]



ACC000251
FILE #8337

Tri-Core Companies Investor Information Sheet

Please fill out the appropriate information so that we may complete your investment paperwork.

1. If you will be investing as an individual (or with a spouse or co-investor), please provide the following:

Full Name: ARLONE FRANCIS

Social Security Number: [REDACTED]

Residential Address: [REDACTED]

[REDACTED] CA [REDACTED]

Residential Phone: [REDACTED]

E-Mail Address: A.FRANCIS10@ [REDACTED]

Number of units requested: 1 (one)

Spouse/Co-Investor Full Name: [REDACTED]

(If applicable, e.g. filing jointly or for community property)

Spouse/Co-Investor SSN: [REDACTED]

Co-Investor's Home Address (If different from primary): [REDACTED]

Co-Investor Home Phone: [REDACTED]

(If different from primary investor)

Co-Investor E-mail Address: [REDACTED]

2. If you will be investing via a trust, partnership, corporation, or other business entity, please provide the following:

Full legal name of the entity: [REDACTED]

Name & Title of an authorized representative: [REDACTED]

Federal tax ID number of the entity (if applicable): [REDACTED]

Account Number (if applicable; i.e. for a self-directed IRA): [REDACTED]

Jurisdiction (state & county) of the entity: [REDACTED]

Investor's E-mail Address: [REDACTED]

Investor's Residential Address: [REDACTED]

Investor's Residential Phone: [REDACTED]

Referral Source: [REDACTED]



ACC000252
FILE #8337

mailed 5/9/11

04/20/2011

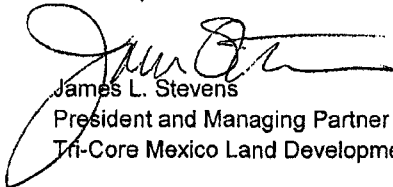
Dear Investor:

Enclosed you will find a Letter of Extension for your investment in Lot 5 through Tri-Core Mexico Land Development LLC signed by me.

If you agree to this extension, please sign and return it in the postage paid envelope that is also enclosed by May 15, 2011. If the letter is not received by this date it will be assumed that you are not agreeing to the extension.

Please contact me with any questions and thank you very much for your patience.

Sincerely,

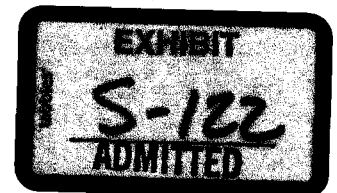


James L. Stevens
President and Managing Partner
Tri-Core Mexico Land Development LLC

(702) 810-5106

jlexstevens@ [REDACTED]

ACC000248
FILE #8337



Amendment to Contract

As of March 31, 2011, the contract between **Tri-Core Mexico Land Development** and

Daniel Francis signed and dated 04/17/2008 is changed as follows:

This contract is extended beyond the original 24 month period. During the extension period your principal monies will be earning interest at 20% simple interest per annum. This extension is in force until replaced by another amendment or funds are paid in full.

All other terms and conditions stated in your promissory note dated 04/17/2008, except for the above noted maturity date extension and interest rate modification for extended maturity period only, shall remain in full force and effect.

All other terms and conditions except as noted above as stated in the Tri-Core Mexico Land Development LLC Private Placement Memorandum dated May 1, 2007 remains in full force and effect.

Signed and Agreed:

James L. Stevens Representative of: Tri-Core Mexico Land Development LLC

signature _____

Title: President & Managing Partner

Date: April 21, 2011

Daniel Francis

signature _____

Title: Investor

Date: 5/7/11

Amendment to Contract

As of March 31, 2011, the contract between Tri-Core Mexico Land Development and

Arlene Francis signed and dated 04/17/2008 is changed as follows:

This contract is extended beyond the original 24 month period. During the extension period your principal monies will be earning interest at 20% simple interest per annum. This extension is in force until replaced by another amendment or funds are paid in full.

All other terms and conditions stated in your promissory note dated 04/17/2008, except for the above noted maturity date extension and interest rate modification for extended maturity period only, shall remain in full force and effect.

All other terms and conditions except as noted above as stated in the Tri-Core Mexico Land Development LLC Private Placement Memorandum dated May 1, 2007 remains in full force and effect.

Signed and Agreed:

James L. Stevens Representative of: Tri-Core Mexico Land Development LLC

signature 

Title: President & Managing Partner

Date: April 21, 2011

Arlene Francis

signature 

Title: Investor

Date: 5/7/11

Tri-Core Mexico Land Development LLC

Operating Agreement

A. THIS OPERATING AGREEMENT of Tri-Core Mexico Land Development LLC (the "Company") is entered into as of the date set forth on the signature page hereto by each of the persons named in Exhibit A hereto (referred to individually as a Member and collectively as the Members).

B. The Members have formed a limited liability company under the Arizona Limited Liability Company Act. The articles of organization of the Company filed with the Arizona Secretary of State are hereby adopted and approved by the Members.

C. The Members enter into this agreement to provide for the governance of the Company and the conduct of its business, and to specify their relative rights and obligations.

NOW THEREFORE, the Members agree as follows:

ARTICLE 1: DEFINITIONS

Capitalized terms used in this agreement have the meanings specified in this Article or elsewhere in this agreement and when not so defined shall have the meanings set forth in the Arizona Limited Liability Company Act.

"Capital Contribution" means the amount of cash, property or services contributed to the Company.

"Company" means Tri-Core Mexico Land Development LLC, an Arizona limited liability company.

"Member" means a Person who acquires Membership Interests, as permitted under this agreement, and who becomes or remains a Member.

"Membership Interests" means either Percentage Interest or Units, based on how ownership in the Company is expressed on Exhibit A.

"Percentage Interest" means a percent ownership in the Company entitling the holder to an economic and voting interest in the Company.

"Person" means an individual, partnership, limited partnership, trust, estate, association, corporation, limited liability company, or other entity, whether domestic or foreign.



"Unit" means a unit of ownership in the Company entitling the Member holding such Unit to an economic interest and a voting interest in the Company.

ARTICLE 2: CAPITAL AND CAPITAL CONTRIBUTIONS

2.1 Initial Capital Contributions and Membership Interests. The Capital Contributions of the initial Members, as well as the Membership Interests of each Member, are listed in Exhibit A, which is made part of this agreement. Membership Interests in the Company may be expressed either in Units or directly in Percentage Interests.

2.2 Subsequent Contributions. No Member shall be obligated to make additional capital contributions unless unanimously agreed by all the Members.

2.3 Capital Accounts. Individual capital accounts may be maintained for each Member consisting of that Member's Capital Contribution, (1) increased by that Member's share of profits; (2) decreased by that Member's share of losses and company expenses, (3) decreased by that Member's distributions and (4) adjusted as required in accordance with applicable tax laws.

2.4 Interest. No interest shall be paid on Capital Contributions or on the balance of a Member's capital account.

2.5 Limited Liability. A Member shall not be bound by, or be personally liable for, the expenses, liabilities, or obligations of the company except as otherwise provided in this agreement or as required by law.

ARTICLE 3: ALLOCATIONS AND DISTRIBUTIONS

3.1 Allocations. The profits and losses of the Company and all items of Company income, gain, loss, deduction, or credit shall be allocated, for Company book purposes and for tax purposes, pro rata in proportion to relative Membership Interests held by each Member.

3.2 Distributions. The Company shall have the right to make distributions of cash and property to the Members pro rata based on the relative Membership Interests. The timing and amount of distributions shall be determined by the Managers in accordance with Arizona law.

3.3 Limitations on Distributions. The Company shall not make a distribution to a Member to the extent that at the time of the distribution, after giving effect to the distribution, all liabilities of the Company would exceed the fair value of the assets of the Company, except that:

a. Liabilities to Members and former Members under sections 29-703 and 29-707 of the Arizona Limited Liability Company Act and liabilities for which the recourse of creditors is limited to specified property shall be excluded.

b. The fair value of property subject to a liability for which the recourse of creditors is limited to specified property shall be included in the assets of the Company only to the extent that the fair value of the property exceeds that liability.

ARTICLE 4: MANAGEMENT

4.1 Management. The business of the Company shall be managed by one or more Managers. The Members initially nominate and elect the person(s) set forth in Exhibit B to serve as Manager(s) of the Company. Managers shall serve at the pleasure of the Members and may be elected or removed by Members holding a majority of the Membership Interests. Exhibit B shall be amended from time to time to reflect any changes in Managers. In the event of a dispute between Managers, final determination shall be made by a vote of the majority of the Managers. Any Manager may bind the Company in all matters in the ordinary course of business.

4.2 Meetings of Managers. Regular meetings of the Managers are not required but may be held at such time and place as the Managers deem necessary or desirable for the reasonable management of the Company. Meetings may take place in person, by conference telephone or by any other means permitted under Arizona law. In addition, actions may be taken without a meeting if the Managers sign a written consent reflecting the action taken.

4.3 Banking. The Managers are authorized to set up one or more bank accounts and are authorized to execute any banking resolutions provided by the institution where the accounts are being set up. All funds of the Company shall be deposited in one or more accounts with one or more recognized financial institutions in the name of the Company.

4.4 Officers. The Managers are authorized to appoint one or more officers from time to time. The officers shall hold office until their successors are chosen and qualified. Subject to any employment agreement entered into between the officer and the Company, an officer shall serve at the pleasure of the Managers. The current officers of the Company are listed on Exhibit C.

ARTICLE 5: ACCOUNTS AND ACCOUNTING

5.1 Accounts. Complete books of account of the Company's business, in which each Company transaction shall be fully and accurately entered, shall be kept at the Company's principal executive office and shall be open to inspection and copying on reasonable notice by any Member, Manager or their authorized representatives during normal business hours for purposes reasonably related to the interest of such person as a Member or Manager. The costs of such inspection and copying shall be borne by the Member or Manager.

5.2 Records. At all times during the term of existence of the Company, and beyond that term if the Managers deems it necessary, the Managers shall keep or cause to be kept the

following:

- (a) A current list of the full name and last known business or residence address of each Member and Manager, together with the Capital Contribution, the amount and terms of any agreed upon future Capital Contribution, and Membership Interest of each Member;
- (b) A copy of the articles of organization and any amendments;
- (c) Copies of the Company's federal, state, and local income tax or information returns and reports, if any, for the three most recent taxable years; and
- (d) An original executed copy or counterparts of this agreement and any amendments.

5.3 Income Tax Returns. Within 45 days after the end of each taxable year, the Company shall use its best efforts to send to each of the Members all information necessary for the Members to complete their federal and state income tax or information returns and a copy of the Company's federal, state, and local income tax or information returns for such year.

5.4 Tax Matters Member. James Lex Stevens shall act as tax matters member of the Company to represent the Company (at the Company's expense) in connection with all examinations of the Company's affairs by tax authorities and to expend Company funds for professional services and costs associated therewith.

ARTICLE 6: MEMBERSHIP--MEETINGS, VOTING

6.1 Members and Voting Rights. Members shall have the right and power to vote on all matters with respect to which this agreement or Arizona law requires or permits such Member action. Voting shall be based on Membership Interests. Unless otherwise stated in this Agreement or under Arizona law, the vote of the Members holding a majority of the Membership Interests shall be required to approve or carry an action.

6.2 Meetings. Regular or annual meetings of the Members are not required but may be held at such time and place as the Members deem necessary or desirable for the reasonable management of the Company. Written notice shall be given not less than 10 days nor more than 60 days before the date of the meeting to each Member entitled to vote at the meeting.

In any instance in which the approval of the Members is required under this agreement, such approval may be obtained in any manner permitted by Arizona law, including by conference telephone or similar communications equipment. Notice to any meeting may be waived with a signed waiver. In addition, any action which could be taken at a meeting can be approved without a meeting and without notice if a consent in writing, stating the action to be

taken, is signed by the holders of the minimum Membership Interest needed to approve the action.

ARTICLE 7: WITHDRAWAL AND TRANSFERS OF MEMBERSHIP INTERESTS

7.1 Withdrawal. A Member may withdraw from the Company prior to the dissolution and winding up of the Company with the unanimous consent of the other Members, or if such Member transfers or assigns all of his or her Membership Interests pursuant to Section 7.2 below. A Member which withdraws pursuant to this Section 7.1 shall be entitled to a distribution in an amount equal to such Member's Capital Account.

7.2 Restrictions on Transfer. A Member shall not transfer any Membership Interests, whether now owned or later acquired, unless all of the Members consent to such transfer. A person may acquire Membership Interests directly from the Company upon the written consent of all Members. A person which acquires Membership Interests in accordance with this section shall be admitted as a Member of the Company after the person has agreed to be bound by the terms of this Operating Agreement by executing a consent in the form of Exhibit D.

ARTICLE 8: DISSOLUTION AND WINDING UP

8.1 Dissolution. The Company shall be dissolved upon the first to occur of the following events:

(a) The written consent to dissolve by more than one-half of the Members and by one or more Members who on dissolution and liquidation of the assets of the limited liability company would be entitled to receive assets valued at more than one-half of the value of all assets distributed to all Members on liquidation.

(b) Entry of a judgment of dissolution under Section 29-785 or an administrative dissolution under Section 29-786 of the Arizona Limited Liability Company Act.

(c) At any time there are no Members, provided that the Company is not dissolved and is not required to be wound up if, within 90 days after the occurrence of the event that terminated the continued membership of the last remaining Member, the legal representative of the last remaining Member agrees in writing to continue the Company and to the admission of the legal representative of such Member or its assignee to the Company as a Member, effective as of the occurrence of the event that terminated the continued membership of the last remaining Member.

8.2 No automatic dissolution upon certain events. Neither the death, incapacity, disassociation, bankruptcy or withdrawal of a Member shall automatically cause a dissolution of the Company.

ARTICLE 9: INDEMNIFICATION

9.1 Indemnification. The Company shall have the power to indemnify any Person who was or is a party, or who is threatened to be made a party, to any proceeding by reason of the fact that such Person was or is a Member, Manager, officer, employee, or other agent of the Company, or was or is serving at the request of the Company as a director, manager, officer, employee, or other agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise, against expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by such Person in connection with such proceeding, if such Person acted in good faith and in a manner that such Person reasonably believed to be in the best interests of the Company, and, in the case of a criminal proceeding, such Person had no reasonable cause to believe that the Person's conduct was unlawful. The termination of any proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the Person did not act in good faith and in a manner that such Person reasonably believed to be in the best interests of the Company, or that the Person had reasonable cause to believe that the Person's conduct was unlawful.

To the extent that an agent of the Company has been successful on the merits in defense of any proceeding, or in defense of any claim, issue, or matter in any such proceeding, the agent shall be indemnified against expenses actually and reasonably incurred in connection with the proceeding. In all other cases, indemnification shall be provided by the Company only if authorized in the specific case unanimously by all of the Members.

"Proceeding," as used in this section, means any threatened, pending, or completed action or proceeding, whether civil, criminal, administrative, or investigative.

9.2 Expenses. Expenses of each Person indemnified under this agreement actually and reasonably incurred in connection with the defense or settlement of a proceeding may be paid by the Company in advance of the final disposition of such proceeding, as authorized by the Members or Managers, as the case may be, who are not seeking indemnification upon receipt of an undertaking by such Person to repay such amount unless it shall ultimately be determined that such Person is entitled to be indemnified by the Company.

"Expenses," as used in this section, includes, without limitation, attorney fees and expenses of establishing a right to indemnification, if any, under this section.

ARTICLE 10: GENERAL PROVISIONS

10.1 Entire Agreement; Amendment. This agreement constitutes the whole and entire agreement of the parties with respect to the subject matter of this agreement, and it shall not be modified or amended in any respect except by a written instrument executed by all of the Members. This agreement replaces and supersedes all prior written and oral agreements by and among the Members.

10.2 Governing Law; Severability. This agreement shall be construed and enforced in accordance with the internal laws of the State of Arizona. If any provision of this agreement is determined by any court of competent jurisdiction or arbitrator to be invalid, illegal, or unenforceable to any extent, that provision shall, if possible, be construed as though more narrowly drawn, if a narrower construction would avoid such invalidity, illegality, or unenforceability or, if that is not possible, such provision shall, to the extent of such invalidity, illegality, or unenforceability, be severed, and the remaining provisions of this agreement shall remain in effect.

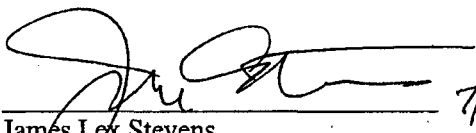
10.3 Benefit. This agreement shall be binding on and inure to the benefit of the parties and their heirs, personal representatives, and permitted successors and assigns.

10.4 Number and Gender. Whenever used in this agreement, the singular shall include the plural and the plural shall include the singular, and the neuter gender shall include the male and female as well as a trust, firm, company, or corporation, all as the context and meaning of this agreement may require.

10.5 No Third Party Beneficiary. This agreement is made solely for the benefit of the parties to this agreement and their respective permitted successors and assigns, and no other person or entity shall have or acquire any right by virtue of this agreement.

IN WITNESS WHEREOF, the parties have executed or caused to be executed this Operating Agreement as of the date below.

Dated: July 5, 2007


James Lex Stevens 7/5/07


Sylvia Torres Macker 7-5-07

Vince Gibbons

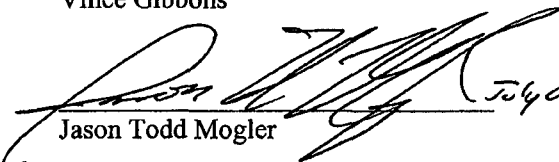

Jason Todd Mogler July 05, 2007

EXHIBIT A

MEMBERS

The following persons are the initial Members of the Company, and their initial capital contributions and ownership is set forth below.

<u>Name</u>	<u>Capital Contribution (\$)</u>	<u>Percentage Interest</u>
James Lex Stevens	\$4,800.00	48%
Sylvia Torres Macker	\$4,800.00	48%
Vince Gibbons	\$200.00	2%
Jason Todd Mogler	\$200.00	2%

EXHIBIT B

MANAGERS

The following person(s) are elected as Manager(s) of the Company:

James Lex Stevens

EXHIBIT C

OFFICERS

The following person(s) are elected as officers of the Company:

<u>Name of Officer</u>	<u>Title</u>
James Lex Stevens	President
Sylvia Macker	Vice-President
Vince Gibbons	General Partner
Jason Todd Mogler	Co General Partner

EXHIBIT D

NEW MEMBER'S CONSENT

The undersigned agrees to be bound as a Member by the terms of the Operating Agreement of Tri-Core Mexico Land Development LLC as if the undersigned was a signatory thereof.

(Signature)

Name: _____

Date: _____

MINUTES OF THE ANNUAL MEETING OF MEMBERS
OF

The annual Meeting of Members of the above named Limited Liability Company was held on the date and time and at the place set forth in the written waiver of notice signed by all the members, fixing such time and place, and prefixed to the minutes of this meeting.

There were present at the meeting all of the members of the above named Limited Liability Company.

The meeting was called to order by _____ it was moved, seconded and unanimously carried that _____ act as Chairman and that _____ act as Secretary.

The Chairman then stated that all of the members were present.

The managing member presented his/hers annual report and, after discussion, the report was accepted and ordered filed with the Secretary.

The Chairman noted that it was in order to consider electing managing members for the ensuing year. Upon nominations duly made and seconded, the following were unanimously elected managing members of the Limited Liability Company, to serve for the ensuing year and until their successors are elected and qualified:

Managing Member:

Secretary:

Treasurer:

There being no further business to come before the meeting, upon duly made, seconded and unanimously carried, it was adjourned.

Secretary

Members:

WAIVER OF NOTICE OF ANNUAL MEETING OF MEMBERS
OF

We, the undersigned, being all of the members of the above named Limited Liability Company, hereby agree and consent that the annual meeting of the members of the Limited Liability Company be held on the date and time and at the place designated hereunder, and do hereby waive all notice whatsoever of such meeting and of any adjournment or adjournments thereof.

We do further agree and consent that any and all lawful business may be transacted at such meeting or at any adjournment or adjournments thereof, the members present may deem as advisable thereat. Any business transacted at such meeting or at any adjournment or adjournments thereof shall be as valid and legal and of the same force and effect as if such meeting or adjourned meeting were held after notice.

Place of Meeting:

Date of Meeting:

Time of Meeting:

Dated:

Member

Member

Member

Member

**CAPITAL CONTRIBUTION OF MEMBERS AND ADDRESSES OF MEMBERS
AND MANAGERS AS OF _____**

Member's Name: _____
Member's Address: _____
Member's Capital Contribution: \$ _____ (ex: equipment and supplies)
Member's Percentage Interest: _____

Member's Name: _____
Member's Address: _____
Member's Capital Contribution: \$ _____ (ex: services and cash)
Member's Percentage Interest: _____

Member's Name: _____
Member's Address: _____
Member's Capital Contribution: \$ _____ (ex: equipment and supplies)
Member's Percentage Interest: _____

Member's Name: _____
Member's Address: _____
Member's Capital Contribution: \$ _____ (ex: equipment and supplies)
Member's Percentage Interest: _____

Member's Name: _____
Member's Address: _____
Member's Capital Contribution: \$ _____ (ex: equipment and supplies)
Member's Percentage Interest: _____

Member's Name: _____
Member's Address: _____
Member's Capital Contribution: \$ _____ (ex: equipment and supplies)
Member's Percentage Interest: _____

Member's Name: _____
Member's Address: _____
Member's Capital Contribution: \$ _____ (ex: equipment and supplies)
Member's Percentage Interest: _____

Manager's Name: _____
Manager's Address: _____

WRITTEN CONSENT TO ACTION WITHOUT MEETING

Name of LLC: _____

The undersigned hereby consent(s) as follows:

Dated: _____

Signature

Printed Name

NOTICE OF MEETING

LLC Name: _____

A meeting of _____ of the
LLC will be held at

_____, on _____ at
_____.

The purpose(s) of the meeting is/are as follows:

_____, LLC Secretary
Signature of Secretary

MEMBERSHIP VOTING PROXY

(Member: Insert name of proxy holder--the person you are authorizing to vote in your place--in first paragraph, then date, sign and return by the date indicated to LLC officer at address listed below.)

The undersigned member of

_____, a limited liability
company, authorizes _____ to act as his or her
proxy and to represent and vote his/her LLC membership at a meeting of:

(Check one or both boxes)

☐ managers

☐ members

to be held on _____.

This proxy shall be effective for all items of business brought before the
meeting.

Date: _____

Signature of Member:

Printed Name of Member:

Please return proxy by

_____ to:

Name of LLC Officer:

Name of LLC:

Address: _____

Phone: _____ Fax: _____

MEETING PARTICIPANT LIST

Name of LLC: _____

Type of Meeting: ☐ Regular (_____) or ☐ Special

Meeting of: ☐ Managers and/or ☐ Members

Date: _____ Time: _____:_____.M.

Meeting Participants (list names in alphabetical order):

Name: _____

Address:

_____. Telephone:

☐ Manager

☐ Member: Number or Percentage of Voting Power (per capita or according to
percentage of capital, profits or capital and profits interests as specified in
operating agreement):

☐ Officer: Title

☐ Other (Position and Reason for Attendance):

Name:

Address:

_____. Telephone: _____

[] Manager

[] Member: Number or Percentage of Voting Power (per capita or according to percentage of capital, profits or capital and profits interests as specified in operating agreement):

[] Officer: Title

[] Other (Position and Reason for Attendance):

CONSENT TO ACTION BY MEMBERS [MANAGERS] WITHOUT A MEETING

By signing this document, the undersigned, who are all of the members [managers] _____ of _____, a[n] _____ limited liability company (the "Company"), consent to the taking of the following actions without a meeting of members [managers] in accordance with the terms of the Operating Agreement of the Company:

RESOLVED, that _____ is elected to serve as a manager of the Company for a term beginning on the date of this consent to action and ending at the next meeting of members of the Company called for the purpose of electing managers, or the manager's death, resignation, or removal, if earlier.

RESOLVED, that the Plan of Merger attached to this consent to action as Exhibit A is approved by the members of the Company, and the managers of the Company are authorized and directed to do all things necessary to complete the closing of the merger provided for in the Plan of Merger.

The actions taken will be effective when this Consent to Action has been signed by all members [managers] of the Company.

Date: _____

Date: _____

Date: _____



INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is made and effective this June 29, 2007, and surmises any and all verbal agreements.

BETWEEN: **Tri-Core Mexico Land Development, LLC. (Company)** a limited liability company organized and existing under the laws of the ARIZONA, with its head office located at: 8840 E. Chaparral, Suite 150 Scottsdale, Arizona 85250

AND : **Tri-Core Business Development, LLC. (Independent Contractor)**, a limited liability company organized and existing under the laws of the ARIZONA, with its head office located at: 8840 E. Chaparral, Suite 150 Scottsdale, Arizona 85250

RECITALS

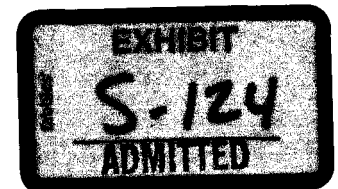
Independent Contractor is engaged in providing business services; its Employer Tax I.D. Number is 06-1771454. Independent Contractor has complied with all Federal, State, and local laws regarding business permits, sales permits, licenses, reporting requirements, tax withholding requirements, and other legal requirements of any kind that may be required to carry out said business and the Scope of Work which is to be performed as an Independent Contractor pursuant to this Agreement. Independent Contractor is or remains open to conducting similar tasks or activities for clients other than the Company and holds themselves out to the public to be a separate business entity.

Tri-Core Mexico Land Development, LLC. desires to engage and contract for the services of the Independent Contractor to perform certain tasks as set forth below. Independent Contractor desires to enter into this Agreement and perform as an independent contractor for the company and is willing to do so on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and conditions contained in this Agreement, the Parties agree as follows:

1. TERMS

An agreement has been in effect, agreed to and accepted by Tri-Core Mexico Land Development, LLC since May 1, 2007, as evidenced by signatures on Tri-Core Mexico Land Development, LLC Regulation D. The agreement shall continue until full payment of the stated fees are paid in full.





2. STATUS OF INDEPENDENT CONTRACTOR

This Agreement does not constitute a hiring by either party. It is the parties' intentions that Independent Contractor shall have an independent contractor status and not be an employee for any purpose, including, but not limited to, Arizonan Employment Laws. Independent Contractor shall retain sole and absolute discretion in the manner and means of carrying out their activities and responsibilities under this Agreement. This Agreement shall not be considered or construed to be a partnership or joint venture, and authorized in writing. Independent Contractor shall not act as an agent of the Company, ostensibly or otherwise, not bind the Company in any manner, unless specifically authorized to do so in writing.

TASKS, DUTIES, AND SCOPE OF WORK

- a. Independent Contractor agrees to devote as much time, attention, and energy as necessary to complete or achieve the following:
 1. Raise capital as detailed in Tri-Core Mexico Land Development's Regulation D.
 2. Administration of investor funds. This entails distribution of monies and release of funds, record keeping of said releases, and as described in the Regulation D. The administrator position is expected to run for the length of the project.
 3. Investor liaison. This entails keeping all regulation d investors apprised of status of the project. The investor liaison position is expected to run for the length of the project.
- b. The above to be referred to in this Agreement as the "Scope of Work". It is expected that the Scope of Work will completed as outlined in section a of task, duties, and scope of work.
- c. Independent Contractor shall additionally perform any and all tasks and duties associated with the Scope of Work set forth above, including but not limited to hiring advertisement, creating advertisements, creating support material to raise capital and presentation both on site and home office location.
- d. The books and records related to the Scope of Work set forth in this Agreement shall be maintained by the Independent Contractor at the Independent Contractor's principal place of business and are open to inspection by Tri-Core Mexico Land Development, LLC.

3. ASSURANCE OF SERVICES

- a. Independent Contractor will assure that the following individuals (the "Key Employees") will be available to perform, and will perform, the Services hereunder until they are completed (identify by title and name as applicable):

Jim Hinkeldey – Independent business consultant contracted through Tri-Core Business Development, LLC



Jon Halliday – Independent consultant/presenter contracted through Tri-Core Business Development, LLC

Vicki Fisher – Independent consultant/presenter contracted through Tri-Core Business Development, LLC

Edward Calderon – Web Development and Design company Post 51 contracted through Tri-Core Business Development, LLC

Alexis Parker – Advertising and Placement company MC Development and Design contracted through Tri-Core Business Development, LLC

Geoff Chamber – Independent consultant/presenter contracted through Tri-Core Business Development, LLC

Vernon Penner – Attorney at Law in Mexico, Penner & Associates

Vincent J. Stevens, CPA - Clark Nuber and Associates

- b. The Key Employees may be changed without prior written approval of the Company.

4. COMPENSATION / TOTAL ALLOCATION

- a. Independent Contractor shall be entitled to compensation for performing those tasks and duties related to the Scope of Work as follows:

\$350,000 for the Offering Expense

\$350,000 to be paid as a fee and not a percentage of monies raised

\$200,000 for marketing to be determined and directed by Tri-Core Business Development

\$ 25,000 for web design and development

Total Allocation: \$925,000

- b. Such compensation shall become due and payable to Independent Contractor in the following time, place, and manner:

As collected through the Regulation D

Payment is due in full as collected by the regulation D and paid out immediately as directed by the administrator. Tri-Core Business Development, LLC will make all payments out as the investor administrator / liaison as described in the Regulation D.

5. AGREEMENT TO WAIVE RIGHTS TO BENEFITS

Independent Contractor hereby waives and foregoes the right to receive any benefits given by **Tri-Core Mexico Land Development, LLC.** to its regular employees, including, but not limited to, health benefits, vacation and sick leave benefits, profit sharing plans, etc. This waiver is applicable to all non-salary benefits which might otherwise be found to accrue to the Independent Contractor by virtue of their services to Company, and is effective for the entire duration of Independent Contractor's agreement with Company. This waiver is effective independently of Independent Contractor's employment status as adjudged for taxation purposes or for any other purpose.



6. TERMINATION

This Agreement may be terminated prior to the completion or achievement of the Scope of Work by either party giving 90 day written notice. In the event of termination, all monies due will be paid immediately as listed above in this agreement.

7. RETURN OF PROPERTY

On termination of this Agreement, or whenever requested by the parties, each party shall immediately deliver to the other party all property in its possession, or under its care and control, belonging to the other party to them, including but not limited to, proprietary information, customer lists, trade secrets, intellectual property, computers, equipment, tools, documents, plans, recordings, software, and all related records or accounting ledgers.

8. WORKS FOR HIRE

Independent Contractor agrees that the Scope of Work, all tasks, duties, results, inventions and intellectual property developed or performed pursuant to this Agreement are considered "works for hire" and that the results of said work is by virtue of this Agreement assigned to the Company and shall be the sole property of Company for all purposes, including, but not limited to, copyright, trademark, service mark, patent, and trade secret laws.

9. LEGAL COMPLIANCE

Independent Contractor is encouraged to treat all company employees, customers, clients, business partners and other affiliates with respect and responsibility. Independent Contractor is required to comply with all laws, ethical codes and company policies, procedures, rules or regulations, including those forbidding sex harassment, discrimination, and unfair business practices.

10. LICENSING, WORKERS' COMPENSATION AND GENERAL LIABILITY INSURANCE

Independent Contractor agrees to immediately supply the Company with proof of any licensing status required to perform the Scope of Work pursuant to this Agreement, Workers' Compensation Coverage where required by law and General Liability Insurance (including malpractice insurance, if warranted), upon request of the Company.

11. PERSONS HIRED BY INDEPENDENT CONTRACTOR

All persons hired by Independent Contractor to assist in performing the tasks and duties necessary to complete the Scope of Work shall be the employees of Independent Contractor unless specifically indicated otherwise in an agreement signed by all parties. Independent Contractor shall immediately provide proof of Workers' Compensation insurance and General Liability insurance covering said employees, upon request of the Company.



12. NOTICES

Any notice to be given hereunder by any party to the other may be affected either by personal delivery in writing, or by mail, registered or certified, postage pre-paid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraphs of this Agreement, but each party may change their address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of five (5) days after mailing. Independent Contractor agrees to keep Company current as to their business and mailing addresses, as well as telephone, facsimile, email and pager numbers.

13. ATTORNEY'S FEES AND COSTS

- 1) If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements incurred both before or after judgment in addition to any other relief to which such party may be entitled.
- 2) If by following any directive and/or order given by Tri-Core Mexico Land Development, LLC, and said directive and/or order results in a circumstance that requires legal advice and or representation, Tri-Core Business Development, LLC, employees and independent contractors shall be held harmless by Tri-Core Mexico Land Development, LLC. Furthermore, Tri-Core Business Development, LLC, employees and independent contractors shall be entitled to reimbursement from Tri-Core Mexico Land Development, LLC for any and all reasonable legal fees and expenses.

14. MEDIATION AND ARBITRATION

Any controversy between the parties to this Agreement involving the construction or application of any of the terms, provisions, or conditions of this Agreement, shall on written request of either party served on the other, be submitted first to mediation and then if still unresolved to binding arbitration. Said mediation or binding arbitration shall comply with and be governed by the provisions of the ARIZONA unless the Parties stipulate otherwise. The parties shall each appoint one person to hear and determine the dispute and, if they are unable to agree, then the two persons so chosen shall select a third impartial arbitrator whose decision shall be final and conclusive upon both parties. The attorneys' fees and costs of arbitration shall be borne by the losing party, as set forth in paragraph 18, unless the Parties stipulate otherwise, or in such proportions as the arbitrator shall decide. All claims excluding 13.2 are subject to mediation and arbitration.

15. REPRESENTATION

Each party of this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party hereto, or anyone acting on behalf of any party hereto, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement shall be effective only if it is in writing, signed and dated by all parties hereto.



16. CONTAINMENT OF ENTIRE AGREEMENT

This Agreement is an independent document and supersedes any and all other Agreements, either oral or in writing, between the parties hereto, except any Confidentiality, Trade Secret, Non-Compete, Non-Disclosure, Indemnification or Arbitration Agreement. This Agreement contains all of the covenants and Agreements between the parties, except for those set forth in any Confidentiality, Trade Secret, Non-Compete, Non-Disclosure, or Arbitration Agreement.

17. PARTIAL INVALIDITY

If any provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way. This Agreement shall not be terminated by the merger or consolidation of the Company into or with any other entity.

18. GOVERNING LAW

This Agreement shall be governed by, and construed under, the laws of the State of ARIZONA.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Tri-Core Mexico Land Development

Tri-Core Business Development

Authorized Signature

James Stevens
Print Name and Title JAMES STEVENS
MANAGING MEMBER

Authorized Signature

Jason Todd Mogler
Print Name and Title JASON TODD MOGLER
President

Authorized Signature

Sylvia T. Macker
Print Name and Title SYLVIA T. MACKER
MEMBER

Notary Signature

Connie E. Price
Notary Date 6-29-2007



CONNIE E. PRICE
Notary Public - Arizona
Maricopa County
Expires 05/24/09

MOGLER_008483

8840 E. Chaparral Road - Suite 150
Scottsdale, Arizona 85250
Phone: (480) 346-3200
Fax: (480) 346-3201

Date: 2/1/2008
Invoice #: 2.8

Referral & Services Fees Invoice

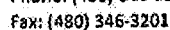
CONTRACTOR INFORMATION:

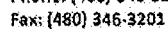
Name: Brian Buckley

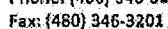
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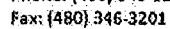
* Fees are paid out only after the full amount of investment proceeds have been received from the investor by Tri-Core Companies, LLC. Contractor will receive payment within seven (7) days of receipt of invoice.

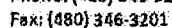
**** Contractor is responsible for any and all applicable state and/or federal taxes on their pay-out amounts.**











Date: 4/25/2008
Invoice #: 16

Referral & Services Fees Invoice

CONTRACTOR INFORMATION:

Name: Brian Buckley

[illegible]

* Fees are paid out only after the full amount of investment proceeds have been received from the investor by Tri-Core Companies, LLC. Contractor will receive payment within seven (7) days of receipt of invoice.

**** Contractor is responsible for any and all applicable state and/or federal taxes on their pay-out amounts.**

MOGLER_008494

8840 E. Chaparral Road - Suite 150
Scottsdale, Arizona 85250
Phone: (480) 346-3200
Fax: (480) 346-3201

Date: 5/9/2008
Page: 17

Referral & Services Fees Invoice

CONTRACTOR INFORMATION:

Name: Brian Buckley

[illegible]

* Fees are paid out only after the full amount of investment proceeds have been received from the investor by Tri-Core Companies, LLC. Contractor will receive payment within seven (7) days of receipt of invoice.

**** Contractor is responsible for any and all applicable state and/or federal taxes on their pay-out amounts.**

MOGLER_008495

8840 E. Chaparral Road - Suite 150
Scottsdale, Arizona 85250
Phone: (480) 346-3200
Fax: (480) 346-3201

Date: 5/16/2008
Invoice #: 18

Referral & Services Fees Invoice

CONTRACTOR INFORMATION:

Name: Brian Buckley

[illegible]

* Fees are paid out only after the full amount of investment proceeds have been received from the investor by Tri-Core Companies, LLC. Contractor will receive payment within seven (7) days of receipt of invoice.

**** Contractor is responsible for any and all applicable state and/or federal taxes on their pay-out amounts.**

Tri-Core Companies LLC

8840 E. Chaparral Road - Suite 150
Scottsdale, Arizona 85250
Phone: (480) 346-3200
Fax: (480) 346-3201

Date: 5/23/2008
Invoice #: 18

Referral & Services Fees Invoice

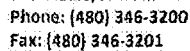
CONTRACTOR INFORMATION:

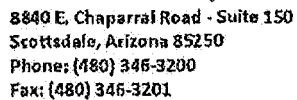
Name: Brian Buckley

[illegible]

** Fees are paid out only after the full amount of investment proceeds have been received from the investor by Tri-Core Companies, LLC. Contractor will receive payment within seven (7) days of receipt of invoice.*

**** Contractor is responsible for any and all applicable state and/or federal taxes on their pay-out amounts.**





Date: 7/4/2008
Invoice #: 27

Referral & Services Fees Invoice

CONTACT INFORMATION

Name: Brian Buckley

[illegible]

* Fees are paid out only after the full amount of investment proceeds have been received from the investor by Tri-Care Companies, LLC. Contractor will receive payment within seven (7) days of receipt of invoice.

**** Contractor is responsible for any and all applicable state and/or federal taxes on their pay-out amounts.**

Tri-Core Companies LLC

8840 E. Chaparral Road - Suite 150

Scottsdale, Arizona 85250

Phone: (480) 346-3200

Fax: (480) 346-3201

Date: 7/18/2008
Invoice #: 29

Referral & Services Fees Invoice

CONTRACTOR INFORMATION:

Name: Brian Buckley

[illegible]

* Fees are paid out only after the full amount of investment proceeds have been received from the investor by Tri-Core Companies, LLC. Contractor will receive payment within seven (7) days of receipt of invoice.

**** Contractor is responsible for any and all applicable state and/or federal taxes on their pay-out amounts.**

MOGLER_008503

Tri-Core Companies LLC
8840 E. Chaparral Road - Suite 150
Scottsdale, Arizona 85250
Phone: (480) 346-3200
Fax: (480) 346-3201

Date: 8/1/2008
Invoice #: 39.1

Referral & Services Fees Invoice

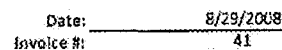
CONTRACTOR INFORMATION:

Name: Brian Buckley

[illegible]

* Fees are paid out only after the full amount of investment proceeds have been received from the investor by Tri-Core Companies, LLC. Contractor will receive payment within seven (7) days of receipt of invoice.

**** Contractor is responsible for any and all applicable state and/or federal taxes on their pay-out amounts.**



Name: Brian Buckley

* Fees are paid out only after the full amount of investment proceeds have been received from the investor by Tri-Core Companies, LLC. Contractor will receive payment within seven (7) days of receipt of invoice.

** Contractor is responsible for any and all applicable state and/or federal taxes on their pay-out amounts.



Tri-Core Companies LLC
 8840 E. Chaparral Road - Suite 150
 Scottsdale, Arizona 85250
 Phone: (480) 346-3200
 Fax: (480) 346-3201

Date: 9/12/2008
 Invoice #: 42

Referral & Services Fees Invoice

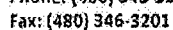
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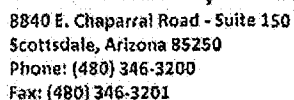
Name: Brian Buckley

DATE	DIVISOR ACCOUNT	DISTRIBUTION	NUMBER OF RATES INVESTED	INVESTMENT RECEIPT #	APPLICABLE REFERRAL FEE RATE	REFERRAL SERVICE FEE AMOUNT
9/12/2008		2-wk. Base		\$0.00	3%	\$1,500.00
				\$0.00	3%	\$0.00
				\$0.00	3%	\$0.00
				\$0.00	3%	\$0.00
				\$0.00	3%	\$0.00
				\$0.00	3%	\$0.00
				\$0.00	3%	\$0.00
				\$0.00	3%	\$0.00
				\$0.00	3%	\$0.00
				\$0.00	3%	\$0.00
				\$0.00	3%	\$0.00
				\$0.00	3%	\$0.00
				\$0.00	3%	\$0.00
				\$0.00	3%	\$0.00
				\$0.00	3%	\$0.00
				\$0.00	3%	\$0.00
Subtotal:						\$1,500.00
Advances:						
Total:						\$1,500.00

* Fees are paid out only after the full amount of investment proceeds have been received from the investor by Tri-Core Companies, LLC. Contractor will receive payment within seven (7) days of receipt of invoice.

** Contractor is responsible for any and all applicable state and/or federal taxes on their pay-out amounts.





Date: 10/10/2008
Invoice #: 44

Referral & Services Fees Invoice

CONTRACTOR INFORMATION:

Name: Brian Buckley

[illegible]

* Fees are paid out only after the full amount of investment proceeds have been received from the investor by Tri-Core Companies, LLC. Contractor will receive payment within seven (7) days of receipt of invoice.

**** Contractor is responsible for any and all applicable state and/or federal taxes on their pay-out amounts.**

8840 E. Chaparral Road - Suite 150
Scottsdale, Arizona 85250
Phone: (480) 346-3200
Fax: (480) 346-3201

Date: 11/7/2008
Invoice #: 45

Referral & Services Fees Invoice

CONTRACTOR INFORMATION:

Name: Brian Buckley

[illegible]

* Fees are paid out only after the full amount of investment proceeds have been received from the investor by Tri-Care Companies, LLC. Contractor will receive payment within seven (7) days of receipt of invoice.

**** Contractor is responsible for any and all applicable state and/or federal taxes on their pay-out amounts.**

MOGLER_008511

8840 E. Chaparral Road - Suite 150
Scottsdale, Arizona 85250
Phone: (480) 346-3200
Fax: (480) 346-3201

Date: 11/14/2008
Invoice #: 45

Referral & Services Fees Invoice

CONTRACTOR INFORMATION:

Name: Brian Buckley

[illegible]

* Fees are paid out only after the full amount of investment proceeds have been received from the investor by Tri-Core Companies, LLC. Contractor will receive payment within seven (7) days of receipt of invoice.

**** Contractor is responsible for any and all applicable state and/or federal taxes on their pay-out amounts.**

MOGLER 008512

TRI-CORE COMPANIES LLC

8800 E CHAPARRAL RD STE 270
SCOTTSDALE, AZ 85250-2607
480-346-3200

2158

01-527/1221 1951
5333080397

DATE 02-09-2012

PAY
TO THE
ORDER OF

Brian Buckley

\$ 4,862.00

Four Thousand Eight Hundred Sixty-Two & 00/100

DOLLARS



Security
Features
Outlets
Risk



Wells Fargo Bank N.A.
Arizona
wellsfargo.com

FOR

[Handwritten Signature]

⑈0000002158⑈ ⑆122105278⑆ [REDACTED] 0397⑈

Tri-Core Companies LLC
9300 E. Chaparral Road - Suite 276
Scottsdale, Arizona 85250
Phone: (480) 278-7031
Fax: (480) 278-8979

Date: 2/10/2012
Invoice #: 2

Referral & Services Fees Invoice

CONTRACTOR INFORMATION:

Name: Brian Buckley

[illegible]

6749 E. Palm St.
~~6749~~ Mesa, AZ 85215

* *Payments paid out only after the full amount of investment proceeds have been received from the investor by TFCFC Companies, LLC. Contractor will receive payment within seven (7) days of receipt of invoice.*

¹¹ Contractor is responsible for any and all applicable state and/or federal taxes on their payout amounts.



Tri-Core Companies LLC
6800 E. Chaparral Road - Suite 270
Scottsdale, Arizona 85250
Phone: (480) 279-7035
Fax: (480) 278-8978

Date: 2/24/2012
Invoice #: 3

Referral & Services Fees Invoice

CONTRACTOR REPRESENTATION:

NAME:

Brian Buckley

DATE	CLIENT NAME	COMPANY	PERCENT	AMOUNT	TAX	PAID	REMARKS
2/10/2012	Cheryl Marks	LAFS	5	\$50,000.00	2%	Paid	\$1,000.00
2/10/2012	Grace Chapel	ERC Compactors	0.66	\$10,000.00	2%	Paid	\$200.00
2/10/2012	Karen Asala	ERC Compactors	1.33	\$20,000.00	2%	Paid	\$400.00
2/11/2012	Julian Rivera	PPP	8.9	\$69,000.00	2%	Paid	\$1,380.00
2/11/2012	Gerakline Milt	LAFS	3.0	\$80,000.00	2%	Paid	\$600.00
2/24/2012	Pearl Hass	LAFS	1.5	\$15,000.00	2%	Paid	\$300.00
2/24/2012	Corey McGovern	PPP	2.95	\$29,500.00	2%	Paid	\$590.00

TRI-CORE COMPANIES LLC
6800 E. CHAPARRAL RD STE 270
SCOTTSDALE, AZ 85250-2607
480-346-3200

2177

91-5277/1221 1953
5335080397

DATE 02-24-2012

PAY
TO THE
ORDER OF

Brian Buckley

\$ 4,470.00

Four Thousand Four Hundred Seventy & 00/100

DOLLARS



Wells Fargo Bank, N.A.
Arizona
wellsfargo.com

FOR

⑈0000002177⑈ ⑈122105278⑈ ⑈0397⑈

\$223,500.00

Subtotal:	\$4,470.00
Advances:	
Total:	\$4,470.00

* Fees are paid out only after the full amount of investment proceeds have been received from the investor by Tri-Core Companies, LLC. Contractor will receive payment within seven (7) days of receipt of invoice.

** Contractors responsible for any and all applicable state and/or federal taxes on their payout amounts.

MOGLER_008214

Brian Buckley**Arizona Investment Center**

8800 E Chaparral Rd Ste 270 Scottsdale, AZ 85255

Company
7003504
Number
2Period Begin
12/12/2011
Period End
12/25/2011
Check Number
105
Check Date
12/23/2011Location
Arizona Investment
DepartmentHire Date
11/1/2010

Code	Account	Used	Balance

Earnings

Description	Location	Rate	Hours	Current	Year To Date
Salary	Scottsdale AZ		80.00	2250.00	2250.00
Salary	Scottsdale AZ				51750.00
Salary	Scottsdale AZ				4500.00

Deductions

Description	Current	Year To Date
Federal (2250.00) (M/4)	1173.85	6499.5
Soc Sec (2250.00)	94.50	2457.0
Medicare (2250.00)	32.62	848.7
AZ State (2250.00) (1.3)	529.25	1202.0
Checking 1 (****4880)	419.78	47493.2

Total Earnings	80.00	2250.00	58500.00	Total Deductions	2250.00	58500.00
NET PAY	419.78	Total Direct Deposits	419.78	Check Amount	0.00	0.00

REMOVE DOCUMENT ALONG THIS PERFORATION

Arizona Investment Center
8800 E Chaparral Rd Ste 270
Scottsdale, AZ 85250

VOUCHER 105

WELLS FARGO BANK NA (ARIZONA) 75-527
1221

December 23, 2011

PAY TO THE ORDER OF *** **Brian Buckley** ***

*** Zero Dollars and Zero Cents ***

** \$0.00 **

\$0.00

NON - NEGOTIABLE

Wells Fargo Business Payroll Services



MOGLER_007918

Brian Buckley**Arizona Investment Center**

8800 E Chaparral Rd Ste 270 Scottsdale, AZ 85251

Company
7003504
Number
2Period Begin
12/26/2011
Period End
1/8/2012
Check Number
109
Check Date
1/6/2012Location
Arizona Investment
Department

Code	Accrued	Used	Balance

Hire Date
11/1/2010**Earnings**

Description	Location	Rate	Hours	Current	Year To Date
Safety	Scottsdale AZ		80.00	2250.00	2250.00

Deductions			Description	Current	Year To Date
			Federal (2250.00) (M/4)	168.62	168.6
			Soc Sec (2250.00)	94.50	94.5
			Medicare (2250.00)	32.63	32.6
			AZ State (2250.00) (1.3)	29.25	29.2
			Checking 1 (****4880)	1924.00	1924.0

Total Earnings		80.00	2250.00	2250.00	Total Deductions		2250.00	2250.0
NET PAY	1924.00	Total Direct Deposits		1924.00	Check Amount		0.00	0.0

REMOVE DOCUMENT ALONG THIS PERFORATION

Arizona Investment Center
8800 E Chaparral Rd Ste 270
Scottsdale, AZ 85250**VOUCHER 109**WELLS FARGO BANK NA (ARIZONA) 75-527
1221

January 06, 2012

PAY TO THE ORDER OF *** Brian Buckley ***

*** Zero Dollars and Zero Cents ***

** \$0.00 **

~~\$0.00~~**NON - NEGOTIABLE**

Wells Fargo Business Payroll Services

Brian Buckley**Arizona Investment Center**

8800 E Chaparral Rd Ste 270 Scottsdale, AZ 8525

Company 7003504
 Number 2
 Hire Date 11/1/2010
 Period Begin 12/12/2011
 Period End 12/25/2011
 Check Number 105
 Check Date 12/23/2011
 Location Arizona Investment
 Department

Code	Accrued	Used	Balance

Earnings						Deductions		
Description	Location	Rate	Hours	Current	Year To Date	Description	Current	Year To Date
Salary	Scottsdale AZ		80.00	2250.00	2250.00	Federal (2250.00) (M/4)	1173.85	6499.8
Salary	Scottsdale AZ				51750.00	Soc Sec (2250.00)	94.50	2457.0
Salary	Scottsdale AZ				4500.00	Medicare (2250.00)	32.62	848.1
						AZ State (2250.00) (1.3)	528.25	1202.1
						Checking 1 (****4880)	419.78	47493.1

Total Earnings	80.00	2250.00	58500.00	Total Deductions	2250.00	58500.00
NET PAY	419.78	Total Direct Deposits	419.78	Check Amount	0.00	0.00

REMOVE DOCUMENT ALONG THIS PERFORATION

Arizona Investment Center
 8800 E Chaparral Rd Ste 270
 Scottsdale, AZ 85250

VOUCHER 105

WELLS FARGO BANK NA (ARIZONA)
 75-527
 1221

December 23, 2011

PAY TO THE ORDER OF *** Brian Buckley ***

*** Zero Dollars and Zero Cents ***

** \$0.00 **

\$0.00

NON - NEGOTIABLE

Wells Fargo Business Payroll Services

Brian Buckley**Arizona Investment Center**

8800 E Chaparral Rd Ste 270 Scottsdale, AZ 85251

Company
7003504
Number
2Period Begin
12/26/2011
Period End
1/8/2012
Check Number
109
Check Date
1/8/2012Location
Arizona Investment
Department

Code	Accrued	Used	Balance

Hire Date
11/1/2010**Earnings**

Description	Location	Rate	Hours	Current	Year To Date
Salary	Scottsdale AZ		80.00	2250.00	2250.00

Description	Current	Year To Date
Federal (2250.00) (M/4)	169.62	169.6
Soc Sec (2250.00)	94.50	94.5
Medicare (2250.00)	32.63	32.6
AZ State (2250.00) (1.3)	29.25	29.2
Checking 1 (****4880)	1924.00	1924.0

Total Earnings	80.00	2250.00	2250.00	Total Deductions	2250.00	2250.0
NET PAY	1924.00	Total Direct Deposits	1924.00	Check Amount	0.00	0.0

REMOVE DOCUMENT ALONG THIS PERFORATION

Arizona Investment Center
8800 E Chaparral Rd Ste 270
Scottsdale, AZ 85250**VOUCHER 109**WELLS FARGO BANK NA (ARIZONA) 75-527
1221

January 06, 2012

PAY TO THE ORDER OF *** Brian Buckley ***

*** Zero Dollars and Zero Cents ***

** \$0.00 **

\$0.00

NON - NEGOTIABLE

Wells Fargo Business Payroll Services

Brian Buckley**Arizona Investment Center**

8800 E Chaparral Rd Ste 270 Scottsdale, AZ 85250

Company
7003504
Number
2Period Begin
12/12/2011
Period End
12/25/2011
Check Number
105
Check Date
12/23/2011Location
Arizona Investment
DepartmentHire Date
11/1/2010

Code	Accrued	Used	Balance

Earnings

Description	Location	Rate	Hours	Current	Year To Date
Salary	Scottsdale AZ	80.00		2250.00	2250.00
Salary	Scottsdale AZ				51750.00
Salary	Scottsdale AZ				4500.00

Deductions

Description	Current	Year To Date
Federal (2250.00) (M4)	1173.85	6499.52
Soc Sec (2250.00)	94.50	2457.00
Medicare (2250.00)	32.62	848.25
AZ State (2250.00) (1.3)	529.25	1202.00
Checking 1 (****4880)	419.78	47493.23

Total Earnings	80.00	2250.00	58500.00	Total Deductions	2250.00	58500.00
NET PAY	419.78	Total Direct Deposits	419.78	Check Amount	0.00	0.00

REMOVE DOCUMENT ALONG THIS PERFORATION

Arizona Investment Center
 8800 E Chaparral Rd Ste 270
 Scottsdale, AZ 85250
VOUCHER 105
 75-527
 WELLS FARGO BANK NA (ARIZONA)
 1221

December 23, 2011

PAY TO THE ORDER OF *** **Brian Buckley** ***

*** Zero Dollars and Zero Cents ***

** \$0.00 **

\$0.00

NON - NEGOTIABLE

Wells Fargo Business Payroll Services

Brian Buckley**Arizona Investment Center**

8800 E Chaparral Rd Ste 270 Scottsdale, AZ 85250

Company
7003504
Number
2Period Begin
12/26/2011
Period End
1/8/2012
Check Number
109
Check Date
1/6/2012Location
Arizona Investment
Department

Code	Accrued	Used	Balance

Hire Date
11/1/2010**Earnings**

Description	Location	Rate	Hours	Current	Year To Date
Salary	Scottsdale AZ	80.00		2250.00	2250.00

Deductions

Description	Current	Year To Date
Federal (2250.00) (M/4)	169.62	169.62
Soc Sec (2250.00)	84.50	94.50
Medicare (2250.00)	32.63	32.63
AZ State (2250.00) (1.3)	29.25	29.25
Checking 1 (****4880)	1924.00	1924.00

Total Earnings	80.00	2250.00	2250.00	Total Deductions	2250.00	2250.00
NET PAY	1924.00	Total Direct Deposits	1924.00	Check Amount	0.00	0.00

REMOVE DOCUMENT ALONG THIS PERFORATION

Arizona Investment Center
8800 E Chaparral Rd Ste 270
Scottsdale, AZ 85250**VOUCHER 109**WELLS FARGO BANK NA (ARIZONA) 75-527
1221

January 06, 2012

PAY TO THE ORDER OF *** Brian Buckley ***

*** Zero Dollars and Zero Cents ***

** \$0.00 **

**NON - NEGOTIABLE**

Wells Fargo Business Payroll Services

Brian Buckley**Arizona Investment Center**

8800 E Chaparral Rd Ste 270 Scottsdale, AZ 85250

Company
7903504
Number
2
Period Begin
12/12/2011
Period End
12/25/2011
Check Number
105
Hire Date
11/1/2010
Check Date
12/23/2011

Location
Arizona Investment
Department

Code	Amount	Used	Balance

Earnings

Description	Location	Rate	Hours	Current	Year To Date
Salary	Scottsdale AZ		80.00	2250.00	2250.00
Salary	Scottsdale AZ				51750.00
Salary	Scottsdale AZ				4500.00

Deductions

Description	Current	Year To Date
Federal (2250.00) (M/4)	1173.85	6499.52
Soc Sec (2250.00)	94.50	2457.00
Medicare (2250.00)	32.62	848.25
AZ State (2250.00) (1.3)	529.25	1202.00
Checking 1 (****4880)	419.78	47493.23

Total Earnings		80.00	2250.00	58500.00	Total Deductions		2250.00	58500.00
NET PAY		419.78	Total Direct Deposits	419.78	Check Amount		0.00	0.00

REMOVE DOCUMENT ALONG THIS PERFORATION

Arizona Investment Center
8800 E Chaparral Rd Ste 270
Scottsdale, AZ 85250

VOUCHER 105

75-527
WELLS FARGO BANK NA (ARIZONA)
1221

December 23, 2011

PAY TO THE ORDER OF *** **Brian Buckley** ***

*** Zero Dollars and Zero Cents ***

** \$0.00 **

\$0.00**NON - NEGOTIABLE**

Wells Fargo Business Payroll Services

Brian Buckley**Arizona Investment Center**

8800 E Chaparral Rd Ste 270 Scottsdale, AZ 85250

Company 7003504
Number 2
Hire Date 11/1/2010
Period Begin 12/26/2011
Period End 1/8/2012
Check Number 109
Check Date 1/6/2012
Location Arizona Investment
Department

Code	Accrued	Used	Balance

Earnings

Description	Location	Rate	Hours	Current	Year To Date
Salary	Scottsdale AZ	80.00		2250.00	2250.00

Deductions

Description	Current	Year To Date
Federal (2250.00) (M/4)	169.62	169.62
Soc Sec (2250.00)	94.50	94.50
Medicare (2250.00)	32.63	32.63
AZ State (2250.00) (1.3)	29.25	29.25
Checking 1 (****4880)	1924.00	1924.00

Total Earnings	80.00	2250.00	2250.00	Total Deductions	2250.00	2250.00
NET PAY	1924.00	Total Direct Deposits	1924.00	Check Amount	0.00	0.00

REMOVE DOCUMENT ALONG THIS PERFORATION

Arizona Investment Center
8800 E Chaparral Rd Ste 270
Scottsdale, AZ 85250

VOUCHER 109

WELLS FARGO BANK NA (ARIZONA) 75-527
1221

January 06, 2012

PAY TO THE ORDER OF *** Brian Buckley ***

*** Zero Dollars and Zero Cents ***

** \$0.00 **

**NON - NEGOTIABLE**

Wells Fargo Business Payroll Services

Brian Buckley**Arizona Investment Center**

8800 E Chaparral Rd Ste 270 Scottsdale, AZ 85250

Check Date 5/11/2012 Company # 7003504
Period Begin 4/30/2012 Check Number 144
Period End 5/13/2012 Emp Number 2
Hire Date 11/1/2010 Net Pay 3231.42

Code	Accrued	Used	Balance

Earnings						Deductions		
Description	Location	Rate	Hours	Current	Year To Date	Description	Current	Year To Date
Salary	Scottsdale AZ		80.00	4000.00	24250.00	Federal (4000.00) (M/4)	470.58	3201.00
Other	Scottsdale AZ				7000.00	Soc Sec (4000.00)	168.00	1312.50
						Medicare (4000.00)	58.00	453.13
						AZ State (4000.00) (1.8)	72.00	551.25
						Checking 1 (****4880)	3231.42	25732.12

Total Earnings	80.00	4000.00	31250.00	Total Deductions	4000.00	31250.00
Total Direct Deposits (1)		3231.42	25732.12	Check Amount	0.00	0.00

REMOVE DOCUMENT ALONG THIS PERFORATION

Arizona Investment Center
8800 E Chaparral Rd Ste 270
Scottsdale, AZ 85250

VOUCHER 144

WELLS FARGO BANK NA (ARIZONA) 75-527
1221

May 11, 2012

PAY TO THE ORDER OF *** **Brian Buckley** ***

*** Zero Dollars and Zero Cents ***

** \$0.00 **

**NON - NEGOTIABLE**

Wells Fargo Business Payroll Services

MOGLER_008210

Brian Buckley**Arizona Investment Center**

8800 E Chaparral Rd Ste 270 Scottsdale, AZ 85250

Check Date 4/13/2012 Company # 7003504
Period Begin 4/2/2012 Check Number 137
Period End 4/15/2012 Emp Number 2
Hire Date 11/1/2010 Net Pay 3231.42

Code	Accrued	Used	Balance

Earnings

Description	Location	Rate	Hours	Current	Year To Date
Salary	Scottsdale AZ		80.00	2250.00	18000.00
Other	Scottsdale AZ			1750.00	5250.00

Deductions

Description	Current	Year To Date
Federal (4000.00) (M/4)	470.58	2259.84
Soc Sec (4000.00)	168.00	976.50
Medicare (4000.00)	58.00	337.13
AZ State (4000.00) (1.8)	72.00	407.25
Checking 1 (***4880)	3231.42	19269.28

Total Earnings	80.00	4000.00	23250.00	Total Deductions	4000.00	23250.00
Total Direct Deposits (1)		3231.42	19269.28	Check Amount	0.00	0.00

REMOVE DOCUMENT ALONG THIS PERFORATION

Arizona Investment Center
8800 E Chaparral Rd Ste 270
Scottsdale, AZ 85250

VOUCHER 137

WELLS FARGO BANK NA (ARIZONA) 75-527
1221

April 13, 2012

PAY TO THE ORDER OF *** **Brian Buckley** ***

*** Zero Dollars and Zero Cents ***

** \$0.00 **

**NON - NEGOTIABLE**

Wells Fargo Business Payroll Services

Brian Buckley**Arizona Investment Center**

8800 E Chaparral Rd Ste 270 Scottsdale, AZ 85250

Check Date 4/27/2012 Company # 7003504
Period Begin 4/16/2012 Check Number 141
Period End 4/27/2012 Emp Number 2
Hire Date 11/1/2010 Net Pay 3231.42

Code	Accrued	Used	Balance

Earnings

Description	Location	Rate	Hours	Current	Year To Date
Salary	Scottsdale AZ			2250.00	20250.00
Other	Scottsdale AZ			1750.00	7000.00

Deductions

Description	Current	Year To Date
Federal (4000.00) (M/4)	470.58	2730.42
Soc Sec (4000.00)	168.00	1144.50
Medicare (4000.00)	58.00	395.13
AZ State (4000.00) (1.8)	72.00	479.25
Checking 1 (****4880)	3231.42	22500.70

Total Earnings	4000.00	27250.00	Total Deductions	4000.00	27250.00
Total Direct Deposits (1)	3231.42	22500.70	Check Amount	0.00	0.00

REMOVE DOCUMENT ALONG THIS PERFORATION

Arizona Investment Center
8800 E Chaparral Rd Ste 270
Scottsdale, AZ 85250

VOUCHER 141WELLS FARGO BANK NA (ARIZONA) 75-527
1221

April 27, 2012

PAY TO THE ORDER OF *** **Brian Buckley** ***

*** Zero Dollars and Zero Cents ***

** \$0.00 **

**NON - NEGOTIABLE**

Wells Fargo Business Payroll Services

0007003504	14 Jan 2012	19:55	1623367	1122
Control no.	1 Wages, tips, other comp.	2 Federal income tax withheld		
0007003504	58,500.00	6,499.52		
OMB No. 1545-0008	3 Social security wages	4 Social security tax withheld		
	58,500.00	2,457.00		
	5 Medicare wages and tips	6 Medicare tax withheld		
	58,500.00	848.25		

G Employer's name, address, and ZIP code

Pangaea Investment Group LLC
8800 E Chaparral Rd
Ste 270
Scottsdale, AZ 85250

7 Social security tips	8 Allocated tips	9
.00	.00	
10 Dependent care benefits	11 Nonqualified plans	12a See inst. for box 12
.00	.00	
12b	12c	12d

h Employer identification number (EIN) a Employee's social security number

13 Stat. empl.	Retirement plan	Third-party sick pay	14 Other

i Employee's name, address, and ZIP code

Brian Buckley
AZ

This info is being furnished to IRS. If you are required to file a tax return, negligence penalty or other sanction may be imposed on you if this income is taxable & you fail to report it.

2011	15 State	Employer's state ID number	16 State wages, tips, etc.
38-2099803	AZ		54,000.00

Form W-2 Wage and Tax Statement
Copy C-For EMPLOYEE'S RECORDS (See Notice to Employee.)

17 State income tax	18 Local wages, tips, etc.
1,202.00	
19 Local income tax	20 Locality name

Department of the Treasury - Internal Revenue Service

Control no.	1 Wages, tips, other comp.	2 Federal income tax withheld
0007003504	58,500.00	6,499.52
OMB No. 1545-0008	3 Social security wages	4 Social security tax withheld
	58,500.00	2,457.00
This information is being furnished to the Internal Revenue Service	5 Medicare wages and tips	6 Medicare tax withheld
	58,500.00	848.25

G Employer's name, address, and ZIP code

Pangaea Investment Group LLC
8800 E Chaparral Rd
Ste 270
Scottsdale, AZ 85250

7 Social security tips	8 Allocated tips	9
.00	.00	
10 Dependent care benefits	11 Nonqualified plans	12a See inst. for box 12
.00	.00	
12b	12c	12d

h Employer identification number (EIN) a Employee's social security number

13 Stat. empl.	Retirement plan	Third-party sick pay	14 Other

i Employee's name, address, and ZIP code

Brian Buckley
AZ

2011	15 State	Employer's state ID number	16 State wages, tips, etc.
38-2099803	AZ		54,000.00

Form W-2 Wage and Tax Statement
Copy B-To Be Filed With Employee's FEDERAL Tax Return

17 State income tax	18 Local wages, tips, etc.
1,202.00	
19 Local income tax	20 Locality name

Department of the Treasury -

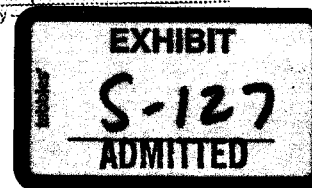
☐ VOID ☐ CORRECTED

PAYER'S name, street address, city, state, ZIP code, and telephone no.		1 Rents	OMB No. 1545-0115
Tri-Core Companies LLC 8800 E. Chaparral Rd. Suite 270 Scottsdale, AZ 85250		\$	2011
(480) 278-7031		2 Royalties	
PAYER'S Federal identification number		\$	Form 1099-MISC
RECIPIENT'S identification number		3 Other income	4 Federal income tax withheld
		\$	\$
RECIPIENT'S name		5 Fishing boat proceeds	6 Medical and health care payments
Brian N. Buckley		\$	\$
Street address (including apt. no.)		7 Nonemployee compensation	8 Substitute payments in lieu of dividends or interest
		\$ 75711.94	\$
City, state, and ZIP code		9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale <input type="checkbox"/>	10 Crop insurance proceeds
AZ		11	12
Account number (see instructions)		13 Excess golden parachute payments	14 Gross proceeds paid to an attorney
		\$	\$
16a Section 409A deferrals	15b Section 409A income	16 State tax withheld	17 State/Payer's state no.
\$	\$	\$	\$
		18 State income	
		\$	

Form 1099-MISC

(keep for your records)

Department of the Treasury - Internal Revenue Service



Miscellaneous Income

Copy B For Recipient

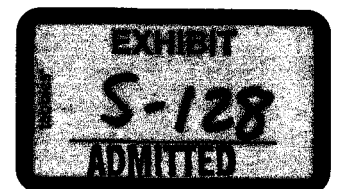
This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this income is taxable and the IRS determines that it has not been reported.

MOGLER_008218



CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

**PLEASE RETURN ONE COPY TO US IN
THE PROVIDED RETURN PACKAGING.**





Memorandum#: Whalen (Lot 5)

Referral: K. Sokolik / B. Buckley

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

Tri-Core Companies, LLC
An Arizona Limited Liability Company

\$3,500,000

\$5,000 per Promissory Note (Unit)
MINIMUM PURCHASE - 1 Promissory Note
80% Rate of Return, Compounded Annually; Paid At Maturity
Maturity Date: 24 months
Redemption at Maturity - \$16,200 per Unit

Tri-Core Companies, LLC, an Arizona Limited Liability Company (hereinafter referred to as the "COMPANY"), is offering by means of this Confidential Private Placement Memorandum a maximum of Seven Hundred (700) Secured Promissory Notes ("Notes") at an offering price of Five Thousand (\$5,000) Dollars per Note, for a maximum total of Three Million and Five Hundred Thousand Dollars (\$3,500,000), to qualified investors who meet the Investor Suitability Requirements set forth herein (see "INVESTOR SUITABILITY REQUIREMENTS"). Each Investor must agree to purchase the Notes, as a lender to the Company, for investment purposes only, and execute a Subscription Agreement in the form contained in the accompanying Subscription Booklet (see "TERMS OF THE OFFERING").

**THESE SECURITIES ARE SPECULATIVE AND INVESTMENT
IN THE NOTES INVOLVES A DEGREE OF RISK
(SEE "RISK FACTORS")**

	Offering Price	Selling Commissions	Proceeds to Company
Per Unit	\$5,000	\$500	\$4,500
Maximum Units	\$3,500,000	\$350,000	\$3,150,000

Tri-Core Companies, LLC
8840 E. Chaparral Road, Suite 150
Scottsdale, AZ 85250
Telephone: (480) 356-3200
Facsimile: (480) 346-3201

Tri-Core Companies LLC

(877) 527-6698

TRI_C007631

The date of this Private Placement Memorandum is February 1, 2008

Tri-Core Companies LLC

(877) 527-6698

TRI_C007632

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IMPORTANT NOTICES

This Confidential Private Placement Offering Memorandum ("Memorandum") is submitted to you on a confidential basis solely for the purpose of evaluating the specific transaction described herein. This information shall not be photocopied, reproduced, or distributed to others without the prior written consent of Tri-Core Companies, LLC ("Company"). If the recipient determines not to purchase any of the Notes offered hereby, it will promptly return all material received in connection herewith without retaining any copies.

DISCLAIMERS

THE NOTES OFFERED HEREBY IN THIS OFFERING MEMORANDUM HAVE NOT BEEN REGISTERED WITH, OR APPROVED, BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION, NOR HAVE SUCH NOTES OR THIS MEMORANDUM BEEN FILED WITH OR REVIEWED BY THE ATTORNEY

GENERAL OF ANY STATE OR THE SECURITIES REGULATORY AUTHORITY OF ANY STATE. THIS OFFERING IS BASED ON THE EXEMPTION FROM SUCH REGISTRATION AS SET FORTH IN §4(2) AND RULE 506 OF REGULATION D OF THE SECURITIES ACT OF 1933, AS AMENDED.

THE INVESTMENT DESCRIBED IN THIS MEMORANDUM INVOLVES RISKS, AND IS OFFERED ONLY TO INDIVIDUALS WHO CAN AFFORD TO ASSUME SUCH RISK FOR AN INDEFINITE PERIOD OF TIME AND WHO AGREE TO PURCHASE THE NOTES ONLY FOR INVESTMENT PURPOSES AND NOT WITH A VIEW TOWARD THE TRANSFER, RESALE, EXCHANGE OR FURTHER DISTRIBUTION THEREOF. THERE WILL BE NO PUBLIC MARKET FOR THE NOTES ISSUED PURSUANT TO THIS OFFERING MEMORANDUM. THE RESALE OF THE NOTES IS LIMITED BY FEDERAL AND STATE SECURITIES LAWS AND IT IS THEREFORE RECOMMENDED THAT EACH POTENTIAL INVESTOR SEEK COUNSEL SHOULD THEY DESIRE MORE INFORMATION.

THE PRICE OF THE NOTES AS DESCRIBED IN THIS OFFERING MEMORANDUM HAS BEEN ARBITRARILY DETERMINED BY THE SPONSORS OF THIS INVESTMENT, AND EACH PROSPECTIVE INVESTOR SHOULD MAKE AN INDEPENDENT EVALUATION OF THE FAIRNESS OF SUCH PRICE UNDER ALL THE CIRCUMSTANCES AS DESCRIBED IN THE ATTACHED OFFERING MEMORANDUM.

NO PERSON IS AUTHORIZED TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATION IN CONNECTION WITH THIS MEMORANDUM, EXCEPT SUCH INFORMATION AS IS CONTAINED OR REFERENCED IN THIS MEMORANDUM. ONLY INFORMATION OR REPRESENTATIONS CONTAINED OR REFERENCED HEREIN MAY BE RELIED UPON AS HAVING BEEN MADE BY THE COMPANY. PROSPECTIVE INVESTORS WHO HAVE QUESTIONS CONCERNING THE TERMS AND CONDITIONS OF THIS PRIVATE OFFERING MEMORANDUM OR WHO DESIRE ADDITIONAL INFORMATION OR DOCUMENTATION TO VERIFY THE INFORMATION CONTAINED HEREIN SHOULD CONTACT THE COMPANY. PROJECTIONS OR FORECASTS CONTAINED IN THIS PRIVATE OFFERING MEMORANDUM, OR OTHER MATERIALS, MUST BE VIEWED ONLY AS ESTIMATES. ALTHOUGH ANY PROJECTIONS CONTAINED IN THIS MEMORANDUM ARE BASED UPON ASSUMPTIONS WHICH THE COMPANY BELIEVES TO BE REASONABLE, THE ACTUAL PERFORMANCE OF THE COMPANY MAY DEPEND UPON FACTORS BEYOND THE CONTROL OF THE COMPANY. NO ASSURANCE CAN BE GIVEN THAT THE COMPANY'S ACTUAL PERFORMANCE WILL MATCH ITS INTENDED RESULTS.

1. SUMMARY OF THE OFFERING

THE FOLLOWING SUMMARY IS QUALIFIED IN ITS ENTIRETY BY MORE DETAILED INFORMATION THAT MAY APPEAR ELSEWHERE IN THIS PRIVATE PLACEMENT MEMORANDUM. EACH PROSPECTIVE INVESTOR IS URGED TO READ THIS PRIVATE OFFERING MEMORANDUM IN ITS ENTIRETY.

Tri-Core Companies, LLC (the "Company") was formed on August 29, 2007 as an Arizona Limited Liability Company. The Company is in the business of Land Acquisition and Development.

The Securities offered are Seven Hundred (700) Notes issued by the Company at Five Thousand (\$5,000) Dollars per Note, payable in cash at the time of subscription (see "Exhibit "B" for copy of Promissory Note). The minimum purchase is one (1) Note. The Notes have an annual rate of return of eighty (80%) percent interest, compounded annually. The return will be paid at maturity, with a maturity date of twenty-four (24) months from the Commencement Date of each Note. The Notes offered pursuant to this Private Placement Memorandum will be secured by the property being purchased.

None of the Notes are convertible to Membership Units, or other type of equity, in the Company. The Principal may be prepaid, at the sole discretion of the Company, without a prepayment penalty. This offering will commence on February 1, 2008, and will terminate no later than February 1, 2010, unless extended by the Company (see "TERMS OF THE OFFERING").

The gross proceeds of the offering will be a maximum of Three Million Five Hundred Thousand (\$3,500,000) Dollars. The use of the proceeds is to purchase a water front subdivision in San Luis Rio Colorado, Sonora, Mexico as described herein (see "USE OF PROCEEDS").

2. THE COMPANY

Tri-Core Companies, LLC (the "Company") was formed on August 29, 2007, as an Arizona Limited Liability Company. At the date of this offering, One Thousand (1,000) of the Company's Membership Units were authorized, with Nine Hundred (900) membership units issued and outstanding. The Company is in the business of construction management, land acquisition, and development.

2.1 OPERATIONS

The Company is in the business of construction management, land acquisition, and development, specializing in beach front properties along the coast of upper Sonora. SEE "EXHIBIT D - BUSINESS PLAN."

2.2 BUSINESS PLAN

Tri-Core Companies' Business Plan, included as Exhibit D of this

Memorandum, and was prepared by the Company using assumptions set forth in the Business Plan, including several forward looking statements. Each prospective investor should carefully review the Business Plan before purchasing Notes. Management makes no representations as to the accuracy or achievability of the underlying assumptions and projected results contained herein.

3. MANAGEMENT

3.1 LLC MANAGERS

The success of the company is dependent upon the services and expertise of existing management. At the present time, three individuals are actively involved in the management of the Company:

Jason Todd Mogler – President and General Partner

Jason Todd Mogler is a principal partner in Tri-Core Companies LLC, Tri-Core Business Development LLC, Tri-Core Business Development 2 LLC, and Tri-Core Lending, Inc., as well as the President of MyCreditStore dba LenderSquare, Inc. which has been a profitable business since 1997.

Mr. Mogler has an impressive academic resume at Arizona State University where he holds a Bachelor of Science degree with a major in marketing and a minor in psychology. His master studies with Thunderbird American Graduate School of International Management give him an international understanding of business strategies and marketing position. His practical work experience as the Director of Construction Lending for the Royal Bank of Canada gives him thorough knowledge of construction lending and banking operations.

Mr. Mogler has a very long reputation for honest business practices and fair dealings with all people both personally and professionally.

Vince Gibbons – Vice-President and Director of Development and Engineering

Vince Gibbons has over 22 years of civil engineering experience domestically and internationally. His expertise encompasses due diligence, master planning, feasibility studies, design and contract document preparation for private development, commercial, water, transportation, airport, flood control, storm drain, and sewer projects. Additional professional skills include total project management, design build, construction management, shop drawing review, inspection, cost estimates, and budget and schedule control. Mr. Gibbons is proficient in managing multi-disciplined teams and large projects for private developers and public agencies, as well as smaller more detailed oriented projects. He has earned a reputation for being quality conscious, and for "going the extra mile" to complete projects on time and within budget. He has worked

on a wide variety of projects in the states of Arizona, Utah, Colorado, Nevada, and New Mexico, and in the countries of Panama and Mexico, and is very familiar with the requirements and criteria of each associated governing entity. This broad experience has provided him with an extensive base of knowledge that allows him to develop innovative and cost effective solutions for a myriad of situations.

Mr. Gibbons has owned and operated Tri-Core Engineering for over 9 years. Tri-Core Engineering currently has offices in Arizona, Colorado, and Nevada and is registered in Panama. With a staff of 35 highly qualified and diversified individuals and professionals, Tri-Core Engineering has the ability to offer its clients a wide range of services and expertise. Mr. Gibbons functions as owner, president, and project manager of various endeavors. He and his staff are committed to ensuring that every project is completed to the highest level of accuracy and completeness, and that each client is provided with the individual attention and service they require.

Jim Hinkeldey - Vice-President

Jim Hinkeldey possesses thirty-five years of banking and financial experience including portfolio management, joint venture management, and all aspects of the mortgage banking profession for select regional New York banks.

Mr. Hinkeldey headed the Joint Venture division at Richmond Hill Savings Bank in New York. Accordingly, his scope of work entailed the project feasibility and running of day-to-day operations both in the field and office. He was responsible for land acquisition through project conclusion which included the delivery of completed developments in a timely and cost efficient, profitable manner. He reported directly to the Board of Directors.

Mr. Hinkeldey also managed a mortgaged backed portfolio. He successfully rearranged the structure of the portfolio to meet asset/liability re-pricing demands. His concept creation resulted in a portfolio that met re-pricing sensitivity models while delivering positive bottom line results.

Throughout Mr. Hinkeldey's career, he remained active in the mortgage banking profession in both residential and commercial properties. He was responsible for running a lending network of 15 branches.

Mr. Hinkeldey's business philosophy is based on total enterprise engagement, accountability, and the deliverability of profitable projects. Mr. Hinkeldey's philosophy is that the client and his investment or requirements come first and are paramount to each success.

Presently, Mr. Hinkeldey is the Principal Partner of Real Impact LLC., a select group of investors specializing in the acquisition of residential and commercial properties. In this role, he is responsible for the selection of investment properties and overseeing any corrective construction required prior to sale or rental of the property.

Mr. Hinkeldey's educational background consists of a degree in Banking and Money Management from Adelphi University, Long Island, New York. He also holds a three year specialized degree in real estate finance from the Mortgage Bankers of America which he received from Northwestern University. He attended numerous programs for finance, real estate, and management at New York University and Wharton Business School.

The management team may be further developed and expanded with qualified and experienced executives, professionals and consultants, as the Company matures and grows.

4. TERMS OF THE OFFERING

4.1 GENERAL TERMS OF THE OFFERING

This Private Offering Memorandum is offering a maximum of Seven Hundred (700) Notes at Five Thousand (\$5,000) Dollars per Note, for a maximum of Three Million Five Hundred Thousand (\$3,500,000) Dollars to a select group of Investors who satisfy the Investor Suitability Requirements (see "**INVESTOR SUITABILITY REQUIREMENTS**"). The Company has the authority to sell fractional Notes at its sole discretion.

4.2 MINIMUM OFFERING AMOUNT - HOLDING ACCOUNT

The Company has established an Investment Holding Account with Wells Fargo Bank into which the offering proceeds will be placed. No minimum offering amount has been established before such proceeds will be released from the holding account and utilized by the Company.

4.3 NONTRANSFERABILITY OF NOTES

The Notes have not been registered with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Securities Act"), and are being offered in reliance upon an exemption under §4(2) and Rule 506 of Regulation D of the Securities Act, as amended, and rules and regulations hereunder. The Notes have not been registered under the securities laws of any state and will be offered pursuant to an exemption from registration in each state. A purchaser may transfer or dispose of the Note only if such Notes are subsequently registered under the Securities Act, or if an exemption from registration is available, and pursuant to an opinion of counsel acceptable to the Company and its counsel to the effect that the Notes may be transferred without violation of the registration requirements of the Securities Act or any other securities laws.

4.4 CLOSING OF THE OFFERING

The Notes are offered and closed only when a properly completed Subscription Agreement (**Exhibit A**); Note (**Exhibit B**), and Investor Questionnaire (**Exhibit C**) are submitted by the investing Subscriber or his/her Investor Representatives and are received and accepted by the Company. The Subscription Agreement as submitted by an investing Subscriber or his/her Investor Representatives shall be binding once the Company signs the Subscription Agreement, Note and the funds delivered by the potential Investor to the Company with the Subscription Agreement has been cleared by the financial institution in which they are deposited by the Company. The Notes will be delivered to qualified Investors upon acceptance of their subscriptions. All funds collected from investing Subscribers will be deposited in a designated account under the control of the Company. Investors subscribing to the Notes may not withdraw or revoke their subscriptions at any time prior to acceptance by the Company, except as provided by certain state laws, or if more than thirty (30) days have passed after receipt of the Subscription Agreement by the Company without the Company accepting the Investor's funds and delivering all applicable documents to such Investor. The proceeds of this Offering will be used only for the purpose set forth in this Private Offering Memorandum (see "**USE OF PROCEEDS**").

The Company may close in whole or in part or terminate this Offering under any of the following conditions:

1. Upon receipt of the maximum offering subscription amount of Three Million Five Hundred Thousand (\$3,500,000) Dollars
2. Notwithstanding the above, this offer shall terminate one (1) year from the date of this Private Placement Memorandum; or on such later date not exceeding thirty (30) days thereafter to which the Company, in its sole discretion, may extend this Offering.

5. PLAN OF DISTRIBUTION

5.1 OFFERING OF NOTES

The Notes will be offered to prospective lenders by Officers and Directors of the Company and qualified licensed personnel, pursuant to State and Federal security rules and regulations. This Offering is made solely through this Private Placement Memorandum and without any form of general solicitation or advertising. The Company and its Officers and Directors or other authorized personnel will use their best efforts during the Offering period to find eligible Investors who desire to subscribe to the Notes in the Company. These Notes are offered on a "best efforts" basis, and there is no assurance that any or all of the Notes will be closed. The Company has the authorization to offer fractional Notes at its sole discretion. The Offering period will begin as of the date of this

private Offering Memorandum and will close upon the happening of such occurrences as defined herein (see **"TERMS OF THE OFFERING"**).

5.2 PAYMENTS TO BROKER DEALERS OR INVESTMENT ADVISORS

The Company has the power to pay fees or commissions to qualified Broker Dealers, Registered Investment Advisors or any other person qualified under other applicable federal and state security laws.

6. DESCRIPTION OF NOTES

6.1 NOTES

The Company is offering Seven Hundred (700) Notes of the Company to potential investors at Five Thousand (\$5,000) Dollars per Note, payable in cash at the time of the subscription. The minimum purchase is one (1) note. The Notes will have a rate of return of eighty (80%) percent interest, compounded annually, with a maturity date of twenty-four (24) months from the Commencement Date of each Note. Interest shall be paid at maturity (24 months). All principal shall be paid at maturity. Principal with accrued interest may be prepaid at the sole discretion of the Company, without a prepayment penalty at any time. The Notes will be issued in the form attached hereto and incorporated herein by reference as though set forth in full herein as **Exhibit B**.

6.2 SECURITY FOR PAYMENT OF THE NOTES

The Notes being offered by the Company in this Private Placement Offering are secured by the land Tri-Core Companies LLC purchases. Tri-Core Companies LLC will establish an administration account which will hold the deed to the property until all note holders will be paid in full.

6.3 REPORTS TO NOTEHOLDERS

The Company will furnish annual un-audited reports to its Note holders ninety (90) days after its fiscal year. The Company may issue other interim reports to its Note holders as it deems appropriate. The Company's fiscal year ends on December 31st of each year.

7. USE OF PROCEEDS

The gross proceeds of the Offering will be a maximum of Three Million Five Hundred Thousand (\$3,500,000) Dollars. The table below sets forth the use of proceeds for both the maximum and minimum offering amounts.

Sources

	Maximum Amount	Percent of Proceeds
Proceeds From Sale of Notes	\$3,500,000	100%

Application of Proceeds

Offering Expenses (1)	\$350,000	10.00%
Commissions (2)	\$350,000	10.00%
Total Offering Expenses & Fees	\$700,000	20.00%
Net Offering Proceeds	\$2,800,000	80.00%
Land Purchase	\$2,225,000	63.57%
Engineering	\$350,000	10.00%
Marketing	\$200,000	5.72%
Web Site Development	\$25,000	0.71%
Total Application of Proceeds	\$3,500,000	100%

Footnotes:

(1) Includes estimated memorandum preparation, filing, printing, legal, accounting and other fees and expenses related to the Offering

(2) This Offering is being sold by the officers and directors of the Company, who will not receive any compensation for their efforts. No sales fees or commissions will be paid to such officers or directors. Notes may be sold by registered brokers or dealers who are members of the NASD and who enter into a Participating Dealer Agreement with the Company. Such brokers or dealers may receive commissions up to ten percent (10%) of the price of the Notes sold.

8. CAPITALIZATION STATEMENT

8.1 CAPITALIZATION PRIOR TO AND AFTER THE OFFERING

The following table summarizes the capitalization of the Company prior to, and as adjusted to reflect, the issuance and sale of the maximum of Seven Hundred (700) Notes or Three Million Five Hundred Thousand (\$3,500,000) Dollars.

	AS ADJUSTED 08/29/07	AFTER THE OFFERING
Notes	<u>-0-</u>	<u>\$3,500,000</u>
Membership Units \$.01 par value, 1,000 Units authorized, 1000 Units issued and outstanding	\$100	\$100
Net Shareholders' Equity	\$100	\$100
TOTAL CAPITALIZATION	<u>\$100</u>	<u>\$3,500,100</u>

9. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

9.1 RESULTS OF OPERATIONS

The Company is a development stage company and has not yet commenced its principal operations.

9.2 LIQUIDITY AND CAPITAL RESOURCES

The Company's liquidity and capital resources are dependent on its ability to raise sufficient capital to pay for the purchase price of the Promissory Notes.

10. CERTAIN TRANSACTIONS

10.1 ARIZONA LIMITED LIABILITY COMPANY

Tri-Core Companies, LLC is a privately held Arizona Limited Liability Company, incorporated on August 29, 2007.

10.2 PRIVATE OFFERING OF NOTES

The Company is authorized to offer in this private offering, up to Three Million Five Hundred Thousand (\$3,500,000) Dollars of Notes to selected investors, effective on February 1, 2008.

11. FIDUCIARY RESPONSIBILITIES OF THE DIRECTORS AND OFFICERS OF THE COMPANY

11.1 GENERAL

The Principals, Officers, and Directors of the Company are accountable to the Company as fiduciaries and such Principals, Officers and Directors are required to exercise good faith and integrity in managing the Company's affairs and policies. Each Note Holder of the Company, or their duly authorized representative, may inspect the books and records of the Company at any time during normal business hours. A Note Holder may be able to bring an action on behalf of himself in the event the Note Holder has suffered losses in connection with the purchase or sale of the Note(s) in the Company, due to a breach of fiduciary duty by an Officer or Director of the Company, in connection with such sale or purchase, including the misrepresentation or misapplication by any such Officer or Director of the proceeds from the sale of these Notes, and may be able to recover such losses from the Company.

11.2 INDEMNIFICATION

Indemnification is permitted by the Company to directors, officers, or controlling persons pursuant to Arizona law. Indemnification includes expenses, such as attorneys' fees and, in certain circumstances, judgments, fines and settlement amounts actually paid or incurred in connection with actual or threatened actions, suits or proceedings involving such person and arising from their relationship with the Company, except in certain circumstances where a person is adjudged to be guilty of gross negligence or willful misconduct, unless a court of competent jurisdiction determines that such indemnification is fair and reasonable under the circumstances.

12. RISK FACTORS

THIS INVESTMENT INVOLVES A DEGREE OF RISK. AN INDIVIDUAL CONTEMPLATING INVESTMENT IN THIS OFFERING SHOULD GIVE CAREFUL CONSIDERATION TO THE ELEMENTS OF THE RISK SUMMARIZED BELOW, AS WELL AS THE OTHER RISK FACTORS IDENTIFIED ELSEWHERE IN THIS PRIVATE OFFERING MEMORANDUM.

12.1 FORMATION OF THE COMPANY

The Company was formed on August 29, 2007. It is therefore subject to all the risks inherent in the creation of a new Company. Unforeseen expenses, complications, and delays may occur with a new Company.

12.2 CONTROL BY COMPANY

After completion of this offering, the Company will own one hundred percent (100%) of the issued and outstanding Membership Units. Such ownership will enable the Company to continue to elect all the Managers and to control the Company's policies and affairs. The Note Holders will not have any voting rights in the Company.

12.3 RELIANCE ON THE COMPANY FOR MANAGEMENT

All decisions with respect to the management of the Company will be made exclusively by the Principal Managers of the LLC. The Note Holders do not have the right or power to take part in the management of the Company. Accordingly, no person should purchase a Note unless he is willing to entrust all aspects of the management of the Company to existing Management.

12.4 LIMITED TRANSFERABILITY OF THE NOTES

The transferability of the Notes in this offering is limited, and potential investors should recognize the nature of their investment in the offering. It is not expected that there will be a public market for the Notes because there will be only a limited number of investors and restrictions of the transferability of Notes. The Notes have not been registered under the Securities Act of 1933, as amended, or qualified or registered under the securities laws of any state and, therefore, the Notes cannot be resold unless they are subsequently so registered or qualified or an exemption from such registration is available. The offering also contains restrictions on the transferability of the Notes. Accordingly, purchasers of Notes will be required to hold such Notes to maturity unless otherwise approved by the Company. The Company does not intend to register the Notes under the Securities Act of 1933.

12.5 CAPITALIZATION OF THE COMPANY

Prior to this offering, the Company was funded by cash. Independent of the amounts raised in this offering the Company does not have any other assets available to use to pay principal or interest on the Notes.

12.6 REGULATIONS

The Company is subject to various federal and state laws, rules and regulations governing, among other things, the licensing of, and procedures that must be followed by, mortgage owners and disclosures that must be made to consumer borrowers. Failure to comply with these laws may result in civil and criminal liability and may, in some cases, give consumer borrowers their right to rescind

their mortgage loan transactions and to demand the return of finance charges paid to the company. Because the Company's business is highly regulated, the laws, rules, and regulations applicable to the Company are subject to subsequent modification and change. The Company believes it is in full compliance with any and all applicable laws, rules and regulations both domestically and in Mexico.

13. PRINCIPAL SHAREHOLDERS

As of the date of this Offering, the Company has Nine Hundred (900) Membership Units issued and outstanding to Jason Todd Mogler (30%), Jim Hinkeldey (30%), and Vince Gibbons (30%).

14. HOW TO INVEST

An Investor who meets the qualifications as set forth in this Private Offering Memorandum may subscribe for at least the minimum purchase herein of One (1) Note (Five Thousand (\$5,000) Dollars) by carefully reading this entire Private Offering Memorandum and by then completing and signing a separately bound booklet. This booklet contains identical copies of the following exhibits contained in the Private Offering Memorandum, including:

Exhibit A INSTRUCTIONS TO SUBSCRIBERS and SUBSCRIPTION AGREEMENT: This contains complete instructions to Subscribers and should be read in its entirety by the prospective investor prior to investing. The Subscription Agreement must be signed by the Investor.

Exhibit B PROMISSORY NOTE: This Note will be signed by Tri-Core Companies, LLC.

Exhibit C INVESTOR QUESTIONNAIRE: This questionnaire requires a Subscriber to complete a financial history in order to aid the Company in the determination of the suitability of the Subscriber as a potential Investor. This questionnaire must be signed by the Investor.

Exhibit D Tri-Core Companies, LLC Business Plan

Copies of all the above referenced documents are included with this Private Placement Memorandum. For discussion of the actions of the Company upon receipt of a properly completed request to invest by a Subscriber, please see "**TERMS OF THE OFFERING.**" Such Investor should include his check made payable Tri-Core Companies, LLC, along with the SUBSCRIPTION AGREEMENT, NOTE, AND INVESTOR QUESTIONNAIRE. Delivery of the documents referred to above, together with a check to the Company should be addressed to the Company as follows: **Tri-Core Companies, LLC, 8840 E. Chaparral Road, Suite 150, Scottsdale, AZ 85250.**

15. INVESTOR SUITABILITY REQUIREMENTS

15.1 INTRODUCTION

Potential Investors should have experience in making investment decisions or such Investors should rely on their own tax consultants or other qualified investment advisors in making this investment decision.

15.2 GENERAL SUITABILITY

Each potential Investor will be required to represent the following by execution of a Subscription Agreement:

1. The Investor has such knowledge and experience in financial and business matters and is capable of evaluating the merits and risks of an investment in this Offering.
2. The Investor has the ability to bear the economic risk of this investment, has adequate means to provide for his, her, or its current needs and personal contingencies, has no need for liquidity in this investment and could afford the complete loss of the investment.
3. The Investor is acquiring the Note(s) for his, her or its own account for investment purposes only and not with a view toward subdivision, resale, distribution or fractionalization thereof, or for the account of others, and has no present intention of selling or granting any participation in, or otherwise distributing, the Note(s).
4. The Investor's overall commitment to invest in the Note(s) is not disproportionate to his, her, or its net worth and the investment in these Note(s) will not cause such overall commitment to become excessive.
5. The Investor has read and understands this Private Placement Memorandum and all its exhibits.

15.3 NONACCREDITED INVESTORS

Up to and including thirty-five (35) investing Subscribers may be accepted by the Company as suitable Investors if each such Subscriber has a net worth sufficient to bear the risk of losing his entire investment and meets the above "General Suitability Standards."

15.4 ACCREDITED INVESTORS

In addition to satisfying the "General Standards" as defined above, all but thirty-five (35) Subscribers for Shares must each satisfy one of the "Accredited Investors" economic suitability standards as defined below:

1. Any natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase exceeds One Million (\$1,000,000) Dollars;
2. Any natural person who had an individual income in excess of Two Hundred Thousand (\$200,000) Dollars in each of the two most recent years, or joint income with that person's spouse in excess of Three Hundred Thousand (\$300,000) Dollars in each of those years and has a reasonable expectation of reaching the same income level in the current year;
3. Any bank as defined in Section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act, whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934; any insurance company as defined in Section 2(a)(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company, as defined in Section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions, for the benefits of its employees if such plan has total assets in excess of Five Million (\$5,000,000) Dollars; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, (as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company or registered investment adviser) or if the employee benefit plan has total assets in excess of Five Million (\$5,000,000) Dollars in a self-directed plan, with investment decisions made solely by persons that are accredited investors;
4. Any private business development company (as defined in Section 202(a)(22) of the Investment Advisers Act of 1940);
5. Any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered with total assets in excess of Five Million (\$5,000,000) Dollars;

6. Any director, executive officer or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;

7. Any trust, with total assets in excess of Five Million (\$5,000,000) Dollars, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii); and

8. Any entity in which all of the equity owners are Accredited Investors.

NOTE: Entities (a) which are formed for the purpose of investing in the Company, or (b) the equity owners of which have contributed additional capital for the purpose of investing in the Company, shall be "looked through" and each equity owner must meet the definition of an accredited investor in any of paragraphs 1, 2, 3, 4, 5, 6 or 7 above and will be treated as a separate subscriber who must meet all suitability requirements.

15.5 ACCEPTANCE OF SUBSCRIPTION AGREEMENT BY THE COMPANY

The Investor Suitability Requirements referred to in this section represent minimum requirements for potential Investors. Satisfaction of these standards does not necessarily mean that participation in this Offering constitutes a suitable investment for such a potential Investor or that the potential Investors' Subscription will be accepted by the Company. The Company may, in fact, modify such requirements as circumstances dictate. All Subscription Agreements submitted by potential investors will be carefully reviewed by the Company to determine the suitability of the potential Investor in this Offering. The Company may, in its sole discretion, refuse a Subscription in this Offering to any potential Investor who does not meet the applicable Investor Suitability Requirements or who otherwise appears to be an unsuitable Investor in this Offering. The Company will not necessarily review or accept a Subscription Agreement in the sequential order in which it is received. The Company also has the discretion to maximize the number of Accredited Investors in this Offering and, as a result, may accept less than thirty-five (35) Non-accredited Investors in this Offering.

16. LITIGATION

The Company and its Principals have no lawsuits pending, no legal actions pending or judgments entered against the Company or its Principals and, to the best knowledge of the Company, no legal actions are contemplated against the Company and/or its Principals.

17. ADDITIONAL INFORMATION

Reference materials described in this Private Offering Memorandum are available for inspection at the office of the company during normal business hours. It is the intention of the Company that all potential Investors are given full access to such information for their consideration in determining whether to purchase the Notes being offered. Prospective Investors should contact the Company for access to information regarding the matters set forth or other information concerning the Company. Representatives of the Company will also answer all inquiries from potential Investors concerning the Company and any matters relating to its proposed operations or present activities. The Company will afford potential Investors and their representatives the opportunity to obtain any additional information reasonably necessary to verify the accuracy or the source of any representations or information contained in this Private Offering Memorandum. All contracts entered into by the Company are subject to modifications and the Company may make any changes in any such contracts as deemed appropriate in its best discretion. Such recent amendments may not be circulated to Subscribers prior to the time of closing this Offering. However, potential Investors and their representatives may review such material or make inquiry of the Company concerning any of these and any other matters of interest.

18. FORECASTS OF FUTURE OPERATING RESULTS

Any forecasts and proforma financial information which may be furnished by the Company to prospective Investors or which are part of the Company's business plan, are for illustrative purposes only and are based upon assumptions made by Management regarding hypothetical future events. There is no assurance that actual events will correspond with the assumptions or that factors beyond the control of the Company will not affect the assumptions and adversely affect the illustrative value and conclusions of any forecasts.

19. GLOSSARY OF TERMS

The following terms used in this Memorandum shall (unless the context otherwise requires) have the following respective meanings:

ACCEPTANCE. The acceptance by the Company of a prospective investor's subscription.

ACCREDITED INVESTORS. Those investors who meet the criteria set forth in "INVESTOR SUITABILITY REQUIREMENTS."

BROKER-DEALER. A person or firm licensed with the NASD, the SEC and with the securities or corporate commissions department of the state in which it sells investment securities and who may employ licensed agents for that purpose.

COMPANY. Refers to **TRI-CORE COMPANIES, LLC**, an Arizona Limited Liability Company.

NATIONAL ASSOCIATION OF SECURITIES DEALERS, INC. (NASD). A self-regulating body which licenses brokers and dealers handling securities offerings, reviews the terms of an offering's underwriting arrangements and advertising literature and, while not a governmental agency, acts as a review service watchdog to make sure that its regulations and those of the SEC are followed for the Investor's protection in offerings of securities.

NOTES. A Five Thousand (\$5,000) Dollar investment consisting of one (1) Promissory Note issued by **TRI-CORE COMPANIES, LLC**, an Arizona Limited Liability Company.

SECURITIES ACT OF 1933. A federal act regulated and enforced by the SEC that requires, among other things, the registration and use of a prospectus whenever a security is sold (unless the security or the manner of the Offering is expressly exempt from such registration process).

SECURITIES EXCHANGE ACT OF 1934. A federal act regulated and enforced by the SEC which supplements the Securities Act of 1933 and contains requirements which were designed to protect investors and to regulate the trading (secondary market) of securities. Such regulations require, among other things, the use of prescribed proxy statements when investors' votes are solicited; the disclosure of management and large shareholders' holding of securities; controls on the resale of such securities; and periodic (monthly, quarterly, annually) filing with the SEC of financial and disclosure reports of the Issuer.

SECURITIES AND EXCHANGE COMMISSION (SEC). An independent United States government regulatory and enforcement agency which supervises investment trading activities and registers companies and those securities which fall under its jurisdiction. The SEC also administers statutes to enforce disclosure requirements that were designed to protect investors in securities offerings.

SUBSCRIPTION DOCUMENTS. Consists of the Note, Subscription Agreement, Investor Questionnaire, and a check as payment for the Note(s) to be purchased submitted by each prospective Investor to the Company.

TERMINATION DATE. The earlier to occur of the date on which all Notes are sold or February 1, 2010.

20. ACKNOWLEDGEMENT

By signing below, the undersigned acknowledges that he/she has read and understood this entire Private Placement Memorandum.

Signature

Date

David J. Whalen
Print Name

CONFIDENTIAL

EXHIBIT A

SUBSCRIPTION AGREEMENT

Print Name of Subscriber: David & Alicia Whalen

Amount Loaned: \$90,000.00

Number of Notes: Eighteen (18)

Tri-Core Companies, LLC

SUBSCRIPTION DOCUMENTS

**OFFERING OF A MAXIMUM OF SEVEN HUNDRED (700) SECURED PROMISSORY
NOTES**

FIVE THOUSAND (\$5,000) DOLLARS PER NOTE

February 1, 2008

**SUBSCRIPTION INSTRUCTIONS
(Please read carefully)**

Each subscriber for the Secured Promissory Notes, Five Thousand (\$5,000) Dollars per Note (the "Notes") of Tri-Core Companies, LLC, an Arizona Limited Liability Company ("the Company"), must complete and execute the Subscription Documents in accordance with the instructions set forth below. The completed documents should be sent to Tri-Core Companies, LLC, 8840 E. Chaparral Road, Suite 150, Scottsdale, AZ 85250.

Payment for the Securities should be made by check payable to the Company and enclosed with the documents as directed in Section III below.

- I. These Subscription Documents contain all of the materials necessary for you to purchase the Notes. This material is arranged in the following order:
 - Subscription Agreement
 - Promissory Note
 - Confidential Prospective Purchaser's Questionnaire
- II. All investors must complete in detail, date, initial, and sign the Subscription Documents where appropriate. All applicable sections must be filled in.
- III. Payment for the Notes must be made by check as provided below:

Please make your check payable, in the appropriate amount, for the number of Notes purchased (at Five Thousand (\$5,000) per Note), to **Tri-Core Companies, LLC**. Your check should be enclosed with your signed subscription documents.

All funds received from subscribers will be placed in a segregated Holding Account of the Company. Once the minimum offering amount has been reached the funds will be transferred to the Company's operating account and will be available for use.

IV **SPECIAL INSTRUCTIONS**

FOR CORPORATIONS. Include copy of Board resolution designating the corporate officer authorized to sign on behalf of the corporation, a Board resolution authorizing the investment, and financial statements.

FOR PARTNERSHIPS. Provide a complete copy of the partnership agreement, questionnaire, and financial statements for each General Partner.

FOR TRUSTS. Provide a complete copy of the instruments or agreements creating the trust, as amended to date.

Print Name of Subscriber: David & Alicia Whalen

Amount Loaned: \$90,000.00

Number of Notes: Eighteen (18)

Subscription Agreement

To: Tri-Core Companies, LLC
8840 E. Chaparral Road – Suite 150
Scottsdale, AZ 85250

Gentlemen:

1. Subscription. The undersigned hereby subscribes for **Eighteen (18)** Notes of Tri-Core Companies, LLC (the "Company"), an Arizona Limited Liability Company, and agrees to loan to the Company Five Thousand (\$5,000) Dollars per Note for an aggregate loan of **\$90,000.00** (the "Loan Amount") upon the terms and subject to the conditions (a) set forth herein, and (b) described in the Confidential Private Placement Memorandum ("Private Placement Memorandum") dated February 1, 2008, together with all exhibits thereto and materials included therewith, and all supplements, if any, related to this offering. The minimum loan is Five Thousand (\$5,000) Dollars, but the Company has the discretion to offer fractional Notes for loans less than the minimum.

2. Note Offering. The Company is offering a maximum of Seven Hundred (700) Notes at Five Thousand (\$5,000) Dollars per Note, with a minimum subscription of one (1) Note (the "Offering"). The maximum aggregate loan to the Company from this Offering will be Three Million Five Hundred Thousand (\$3,500,000) Dollars. The Offering is being made to a limited number of investors pursuant to an exemption available under the Securities Act of 1933 (the "Act"), specifically Rule 506 promulgated under Regulation D, and under certain other laws, including the securities law of certain states.

3. Documents to Be Delivered. The undersigned is delivering to the Company executed copies of this Subscription Agreement (the "Agreement"), the Note(s), Offeree Questionnaire, and all other applicable exhibits and documents (the "Subscription Documents"). The Subscription Documents should be delivered to Tri-Core Companies, LLC, at 8840 E. Chaparral Road, Suite 150, Scottsdale, AZ 85250. The undersigned understands and agrees that he or it will not become a "Holder" of the Note(s) and the Company shall not become a "Maker" of the Note(s) unless and until the Agreement and Note(s) are executed by the Company.

4. Making of Loan Amount. The undersigned, simultaneously with the delivery of the Subscription Documents to the Company, hereby tenders to the Company the Loan Amount by **check made payable to the order of Tri-Core Companies, LLC** in the amount indicated above.

5. Acceptance or Rejection of Subscription. The undersigned understands and agrees that the Company reserves the right, exercisable in its sole discretion, to accept or reject any subscription, in whole or in part, for any reason and that the undersigned will be notified by the Company as promptly as practicable as to whether his or its subscription has been accepted or rejected. If the undersigned's subscription is accepted, in whole or in part, by the Company, the Company will execute this Agreement and the Note(s) and return them to the undersigned. If this subscription is rejected by the Company, either in whole or in part, all funds, in the case of a rejection of the subscription in whole, or those funds representing the amount of the subscription not accepted by the Company, in the case of a rejection of the subscription in part, will be returned to the undersigned as promptly as practicable. If this subscription is rejected in whole by the Company, this Agreement shall be null, void and of no effect. The undersigned does not have the right to withdraw or revoke his or its subscription during the Offering period, except as provided by certain state laws, except that if more than thirty (30) days shall have passed from the date the Company received completed and executed Subscription Documents and the Loan Amount from the undersigned (the "Acceptance Period"), and the Company has not accepted the subscription during the Acceptance Period, the undersigned may withdraw his or its subscription at any time after the Acceptance Period up until such time that the Company subsequently decides, in its sole discretion, to accept the subscription in whole or in part.

6. Offering Period. The Company may close in whole or in part or terminate this Offering under any of the following conditions:

1. Upon receipt of the maximum offering subscription amount of Three Million Five Hundred Thousand (\$3,500,000) Dollars
2. Notwithstanding the above, this offer shall terminate one (1) year from the date of this Private Placement Memorandum; or on such later date not exceeding thirty (30) days thereafter to which the Company, in its sole discretion, may extend this Offering.

7. Closing of the Loan. The Note(s) subscribed for herein shall not be deemed made by the Company or held by the undersigned until this Agreement and the Note(s) have been countersigned by the Company, and until the funds delivered by the undersigned to the Company with the Subscription Documents have been deposited in the Holding Account and have been cleared by the applicable bank of the Company (the "Effective Date"). Upon the Effective Date, (a) the undersigned shall have loaned to the Company the Loan Amount, (b) the undersigned shall become the Holder and the Company shall become the Maker of the Note(s) subscribed for by the undersigned, and (c) both the undersigned and the Company shall be bound by the terms of the Private Placement Memorandum and the Subscription Documents and any other undertakings described herein.

8. Representations and Warranties.

- (a) The Company hereby represents and warrants as follows:

(i) The Company is a Limited Liability Company duly organized, validly existing and in good standing under the laws of the State of Arizona and has the requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now being conducted;

(ii) This Agreement constitutes the valid and binding obligation of the Company enforceable against the Company in accordance with its terms (except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or similar laws from time to time in effect which affect creditor's rights generally and by legal and equitable limitations on the availability of specific performance and other equitable remedies under or by virtue of this Agreement). The Company has all requisite power and authority, corporate and other, to execute and deliver this Agreement and the Note(s) and to consummate the transactions contemplated hereby. All persons who have executed this Agreement and the Note(s) on behalf of the Company have been duly authorized to do so by all necessary corporate action. Neither the execution and delivery of this Agreement and the Note(s) nor the consummation of the transactions contemplated hereby will (A) violate any provision of the Certificate of Incorporation or Operating Agreement of the Company, as currently in effect; (B) violate any judgment, order, injunction, decree or award against, or binding upon, the Company or the securities, assets, properties, operations or business of the Company; or (C) violate any law or regulation applicable to the Company or to the securities, assets, properties, operations or business of the Company.

(b) In order to induce the Company to accept the subscription made hereby, the undersigned hereby represents and warrants to the Company as follows:

(i) The undersigned has received the Private Placement Memorandum and the Subscription Documents. The undersigned has read and understands the Private Placement Memorandum and Subscription Documents and the information contained in those documents concerning the Company and this Offering or has caused his or its representative to read and examine the Private Placement Memorandum and Subscription Documents. The undersigned has relied only on the information about the Company contained in these documents and his or its own independent investigation in making his or its subscription. The undersigned understands that the Notes will be issued with the rights and subject to the conditions described in the Private Placement Memorandum and Subscription Documents;

(ii) The undersigned is familiar with the terms and conditions of the Offering and is aware that his or its investment involves a

degree of risk and the undersigned has read the section in the Private Placement Memorandum titled "Risk Factors."

(iii) The undersigned hereby specifically accepts and adopts each and every provision of this Agreement and acknowledges and agrees with each and every provision of this Agreement and, upon acceptance by the Company of the subscription made hereby, agrees to be bound by such provisions.

(iv) The undersigned acknowledges and is aware that there is no assurance as to the future performance of the Company.

(v) The undersigned, if an individual (A) has reached the age of majority in the state in which he resides and (B) is a bona fide resident and domiciliary (not a temporary or transient resident) of the state set forth below his signature on the signature page hereof and has no present intention of becoming a resident of any other state or jurisdiction. The undersigned, if a partnership, corporation, limited liability company, trust or other entity, was organized or incorporated under the laws of the jurisdiction set forth below the signature made on its behalf on the signature page hereof and has no present intention of altering the jurisdiction of its organization, formation or incorporation.

(vi) The undersigned has the financial ability to bear the economic risk of an investment in the Offering, has adequate means of providing for his or its current needs and personal contingencies, has no need for liquidity in the Note(s) and could afford a complete loss of his or its investment in the Offering.

(vii) The undersigned represents and warrants to the Company that he or it comes within one of the categories of investors as defined in Exhibit 1 hereto *(please indicate by providing your initials next to the appropriate category in which the undersigned is included, and if the undersigned is an Accredited Investor, check the appropriate category of Accredited Investors in which the undersigned is an entity).*

(viii) The undersigned has been given the opportunity to review the merits of an investment in the Offering with tax and legal counsel or with an investment advisor to the extent the undersigned deemed advisable.

(ix) The undersigned's overall commitment to invest in the Note(s), which are not readily marketable, is not disproportionate to his or its net worth and his or its investment in the Offering will not cause such overall commitment to become excessive.

(x) The undersigned has such knowledge and experience in financial and business matters that he or it is capable of evaluating the merits and risks of an investment in the Offering.

(xi) The undersigned has been given a full opportunity to ask questions of and to receive (A) answers from the Company and its Managers concerning the terms and conditions of this Offering and the business of the Company and (B) such other information as he or it desired in order to evaluate an investment in the Offering, and all such questions have been answered to the full satisfaction of the undersigned. No oral or written representations have been made or oral or written information furnished to the undersigned or the undersigned's advisors in connection with the Offering or interests that were in any way inconsistent with this Subscription Agreement. The undersigned is not participating in the Offering as a result of or subsequent to (1) any advertisement, article, notice or other communication published in any newspaper, magazine or similar media or broadcast over television, radio or the internet or (2) any seminar or meeting whose attendees have been invited by any general solicitation or general advertising.

(xii) If the undersigned is a corporation, limited liability company, partnership, trust or other entity, it is authorized and qualified to make this loan to the Company and the person signing this Agreement on behalf of such entity has been duly authorized by such entity to do so.

(xiii) If the undersigned is a corporation, limited liability company or partnership, the person signing this Agreement on its behalf hereby represents and warrants that the information contained in this Agreement completed by any shareholders of such corporation, members of such limited liability company or partners of such partnership is true and correct with respect to such shareholder, member or partner (and if any such shareholder is itself a corporation, limited liability company or partnership, with respect to all persons having an equity interest in such corporation, limited liability company or partnership, whether directly or indirectly) and that the person signing this Agreement has made due inquiry to determine the truthfulness and accuracy of the information contained in this Agreement.

(xiv) The purchase of the Note(s) by the undersigned has been duly authorized, and the execution, delivery and performance of this Agreement does not conflict with the undersigned's partnership agreement, certificate of incorporation, by-laws, articles of organization, operating agreement or any agreement to which the undersigned is a party and this Agreement is a valid and binding agreement enforceable against the undersigned in accordance with its terms.

(xv) The undersigned hereby represents that he or it is subscribing for the Notes as principal or as trustee, solely for the account of the undersigned, for investment purposes only and not with a view to, or for, subdivision, resale, distribution, or fractionalization thereof, in whole or in part, or for the account, in whole or in part, of others, and, except as disclosed herein, no other person has a direct or indirect beneficial interest in the Note(s). The undersigned will hold the Note(s) as an investment and has no reason to anticipate any change in circumstances or other particular occasion or event, which would cause the undersigned to attempt to sell any of the Note(s).

(xvi) The undersigned acknowledges his or its understanding that (A) the Offering of the Note(s) by the Company has not been registered under the Act, as amended, or the securities laws of certain states in reliance on specific exemptions from registration, (B) the Confidential Memorandum and Subscription Documents have not been filed with or reviewed by the Securities and Exchange Commission or the securities department of any state and no securities administrator of any state or the federal government has recommended or endorsed this Offering or made any finding or determination relating to the fairness of an investment in the Company, and (C) the Offering of the Note(s) by the Company is intended to be exempt from registration pursuant to Section 4 (2) of the Act and the rules promulgated thereunder by the Securities and Exchange Commission, and that the undersigned's Note(s) cannot be sold, pledged, assigned or otherwise disposed of unless they are registered under the Act or an exemption from such registration is available.

(xvii) The undersigned represents and warrants that he or it will not transfer or convey all or part of his or its financial interest in the Note(s) unless such Note(s) are subsequently registered under the Act, or an exemption from such registration is available and without (A) the prior written consent of the Company and (B) an opinion of counsel acceptable to the Company and its counsel to the effect that the Note(s) may be transferred without violation of the registration requirements of the Act or any applicable state securities laws, as may be amended from time to time. The undersigned further acknowledges that there can be no assurance that the Company will file any registration statement for the Note(s) for which the undersigned is subscribing, that such registration statement, if filed, will be declared effective or, if declared effective, that the Company will be able to keep it effective until the undersigned sells the Note(s) registered thereon.

(xviii) The undersigned understands that this Agreement is subject to the Company's acceptance and may be rejected by the Company at any time in its sole discretion in whole or any part

prior to issuance of the Note(s) with respect to the undersigned's subscription, notwithstanding prior receipt by the undersigned of notice of acceptance of the undersigned's subscription. The Company reserves the right to withdraw the Offering at any time.

(xix) The undersigned acknowledges that this Agreement shall become binding upon the undersigned when it is countersigned by the Company and the undersigned is not entitled to cancel, terminate, or revoke this subscription before or after acceptance by the Company, except as otherwise provided in this Agreement.

(xx) All information provided by the undersigned in the Investor Questionnaire and Investor Representative Questionnaire (if applicable) which accompanies this Agreement is true and accurate in all respects, and the undersigned acknowledges that the Company will be relying on such information to its possible detriment in deciding whether the Company can make these Note(s) to the undersigned without giving rise to the loss of an exemption from registration under the applicable securities laws.

9. Foreign Person. If the undersigned has indicated on the signature page of this Agreement that he, she or it is a foreign person, he, she, or it agrees to notify the Company in writing within sixty (60) days of becoming a nonresident alien, foreign corporation, foreign partnership, foreign trust, foreign estate, or other foreign entity, as the case may be.

10. Indemnity. The undersigned agrees to indemnify and hold harmless the Company, its managers, members, agents, attorneys and affiliates and each other person, if any, who controls any thereof, within the meaning of Section 15 of the Act, against any and all loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all expenses reasonably incurred in investigating, preparing or defending against any litigation commenced or threatened or any claim whatsoever) arising out of or based upon any false representation or warranty or breach or failure by the undersigned to comply with any covenant or agreement made by the undersigned herein or in this Agreement or in any other document furnished by the undersigned to any of the foregoing in connection with this transaction.

11. Notice. All notices in connection with this Agreement shall be in writing and personally delivered or delivered via overnight mail, with written receipt therefore, or sent by certified mail, return receipt requested, to each of the parties hereto at their addresses set forth above (or such other address as may hereafter be designated by either party in writing in accordance with this Section 11) with a copy, in the case of notice to the Company, to Tri-Core Companies, LLC, at 8840 E. Chaparral Road, Suite 150, Scottsdale, AZ 85250. Such notice shall be effective upon personal or overnight delivery or five (5) days after mailing by certified mail.

12. Miscellaneous.

(a) This Agreement is not assignable by the undersigned. This Agreement shall be binding upon and shall inure to the benefit of the parties, their successors and, subject to the above limitation, their assigns, and shall not be enforceable by any third party.

(b) This Agreement shall be deemed to have been made in the State of Arizona and any and all performance hereunder, or breach thereof, shall be interpreted and construed pursuant to the laws of the State of Arizona without regard to conflict of laws rules applied in State of Arizona. The parties hereto hereby consent to personal jurisdiction and venue exclusively in the State of Arizona with respect to any action or proceeding brought with respect to this Agreement.

(c) This Agreement contains all oral and written agreements, representations and arrangements between the parties with respect to its subject matter, and no representations or warranties are made or implied, except as specifically set forth herein. No modification, waiver, or amendment of any of the provisions of this Agreement shall be effective unless in writing and signed by both parties to this Agreement.

(d) No waiver of any breach of any terms of this Agreement shall be effective unless made in writing signed by the party against whom enforcement of the waiver is sought and no such waiver shall be construed as a waiver of any subsequent breach of that term or of any other term of the same or different nature.

(e) If any provision or portion of this Agreement or the application thereof to any person or party or circumstances shall be invalid or unenforceable under applicable law, such event shall not affect, impair, or render invalid or unenforceable the remainder of this Agreement.

(f) Each of the parties hereto shall cooperate and take such actions, and execute such other documents, at the execution hereof or subsequently, as may be reasonably requested by the other in order to carry out the provisions and purposes of this Agreement.

IN WITNESS WHEREOF, the undersigned, by his or its execution hereof, agrees to be bound by this Agreement.

Executed this 29th day of February, 2008, at Scottsdale (City), Arizona (State).

If the Investor is an INDIVIDUAL, complete the following:

The undersigned (circle one): **[is]** **[is not]** a citizen or resident of the United States.

David J. Whalen

Print Name of Individual

Alicia H. Whalen

Print Name of Spouse / Co-Investor
(If Funds are to be invested in Joint Name
or are Community Property)

Print Social Security Number of Individual

Print Social Security Number of Spouse
or Co-Investor
(If Funds are to be Invested in Joint Name
or are Community Property)

Signature of Individual

Signature of Spouse / Co-Investor
(If Funds are to be Invested in Joint Name
or are Community Property)

Print Residential Address:

Print Residential Telephone Number:

Arizona

If the investor is **PARTNERSHIP, CORPORATION, TRUST OR OTHER ENTITY**, complete the following:

The undersigned (circle one) **[is] [is not]** a foreign partnership, foreign corporation, trust or foreign estate (as defined in the Internal Revenue Code of 1986, as amended, and the treasury regulations promulgated there under).

**Print Name of Partnership, Corporation,
Trust, or Other Business Entity**

Print Federal Tax Identification Number

Signature of Authorized Representative

Print Jurisdiction of Entity

Print Name of Authorized Representative

Print Title of Authorized Representative

Print Residential Address of Investor

Print Residential Telephone Number:

ACCEPTANCE

The terms of the foregoing, including the subscription described therein, are agreed to and accepted on this 29th day of February, 2008.

TRI-CORE COMPANIES, LLC

By: _____
Jason Todd Mogler - President

EXHIBIT 1
INVESTOR STATUS

(Please indicate by providing your initials next to the appropriate category in which the undersigned is included, and if the undersigned is an Accredited Investor, check the appropriate category of Accredited Investors in which the undersigned is an entity).

initials

- A. **"Nonaccredited Investor"**. The undersigned does not meet the definition of an "Accredited Investor" as defined herein below;

initials

- B. **"Accredited Investor"**. The undersigned is an Accredited Investor as defined below *(check applicable box)*:

☐ 1. Any natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase exceeds One Million (\$1,000,000) Dollars;

☐ 2. Any natural person who had an individual income in excess of Two Hundred Thousand (\$200,000) Dollars in each of the two most recent years, or joint income with that person's spouse in excess of Three Hundred Thousand (\$300,000) Dollars in each of those years and has a reasonable expectation of reaching the same income level in the current year;

☐ 3. Any bank as defined in Section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act, whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934; any insurance company as defined in Section 2(a)(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company, as defined in Section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U. S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions, for the benefits of its employees if such plan has total assets in excess of Five Million (\$5,000,000) Dollars; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, (as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company or registered investment adviser) or if the employee benefit plan has total assets in excess of Five Million (\$5,000,000) Dollars if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

☐ 4. Any private business development company (as defined in Section 202(a)(22) of the Investment Advisers Act of 1940);

☐5. Any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered with total assets in excess of Five Million (\$5,000,000) Dollars;

☐6. Any director, executive officer or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;

☐7. Any trust, with total assets in excess of Five Million (\$5,000,000) Dollars, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii); and

☐8.* Any entity in which all of the equity owners are Accredited Investors.

NOTE: Entities (a) which are formed for the purpose of investing in the Company, or (b) the equity owners of which have contributed additional capital for the purpose of investing in the Company, shall be "looked through" and each equity owner must meet the definition of an accredited investor in any of paragraphs 1, 2, 3, 4, 5, 6 or 7 above and will be treated as a separate subscriber who must meet all suitability requirements.

* If this box is checked, please indicate on a separate schedule to be attached hereto, the category of Accredited Investor in which each equity owner of such entity is included.

EXHIBIT B
PROMISSORY NOTE

EXHIBIT B

PROMISSORY NOTE

THIS NOTE HAS BEEN MADE FOR INVESTMENT PURPOSES ONLY AND NOT WITH A VIEW TO OR FOR SALE IN CONNECTION WITH THE DISTRIBUTION THEREOF AND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"). THIS NOTE MAY NOT BE SOLD, TRANSFERRED, OR ASSIGNED ("TRANSFER") UNLESS IT IS SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE AND THE MAKER CONSENTS IN WRITING TO SUCH TRANSFER.

Tri-Core Companies, LLC, an Arizona Limited Liability Company, with offices at 8840 E. Chaparral Road, Suite 150, Scottsdale, AZ 85250 (the "Maker"), for value received, promises to pay to the Individual and/or legal entity designated in this Note as the "HOLDER," the principal sum of **Ninety Thousand Dollars** with a rate of return of eighty percent (80%), compounded annually. Interest shall be due and payable at maturity and based on the commencement date of the Note. The entire Principal shall be due and payable to the Holder no later than twenty-four (24) months from the Commencement Date. Maker may at any time or from time to time make a voluntary prepayment, whether in full or in part, of this Note without premium or penalty.

1. NOTES

This Note in the principal amount of Five Thousand (\$5,000) Dollars per Note, or any fractional amounts, is offered for sale by the Maker, pursuant to that certain "Private Placement Memorandum" dated February 1, 2008. The Note shall be senior debt of the Maker and secured by the property.

2. EVENTS OF DEFAULT

A default shall be defined as one or more of the following events ("Event of Default") occurring and continuing:

- (a) The Maker shall fail to pay any interest payment on this Note when due for a period of thirty (30) days after notice of such default has been sent by the Holder to the Maker.
- (b) The Maker shall dissolve or terminate the existence of the Maker.
- (c) The Maker shall file a petition in bankruptcy, make an assignment for the benefit of its creditors, or consent to or acquiesce in the appointment of a receiver for all or substantially all of its property, or a petition for the appointment of a receiver shall be filed against the Maker and remain unstayed for at least ninety (90) days.

Upon the occurrence of an Event of Default, the Holder of this Note may, by written notice to the Maker, declare the unpaid principal amount and all accrued interest of the Note immediately due and payable.

3. SECURITY FOR PAYMENT OF THE NOTE(S)

The Note(s) offered by the MAKER are secured by future land purchase.

4. COMMENCEMENT DATE OF THE NOTE

The Commencement Date of the Note shall be the "Effective Date," as defined in that certain "Subscription Agreement" attached as Exhibit A to the Private Placement Memorandum.

5. STATUS OF HOLDER

The Maker may treat the Holder of this Note as the absolute owner of this Note for the purpose of making payments of principal or interest and for all other purposes, and shall not be affected by any notice to the contrary, unless the Maker so consents in writing.

6. SECURITIES ACT RESTRICTIONS

This Note has not been registered for sale under the Act. This Note may not be sold, offered for sale, pledged, assigned or otherwise disposed of, unless certain conditions are satisfied, as more fully set forth in the Subscription Agreement.

7. ATTORNEYS' FEES

The prevailing party in an action to enforce this Note shall be entitled to reasonable attorneys' fees, costs, and collection expense.

8. MISCELLANEOUS.

(a) **Successors and Assigns.** The Holder may not assign, transfer, or sell this Note to any party without the express written consent of the Maker. This Note shall be binding upon and shall inure to the benefit of the parties, their successors and, subject to the above limitation, their assigns, and shall not be enforceable by any third party.

(b) **Entire Agreement.** This Note contains all oral and written agreements, representations and arrangements between the parties with respect to its subject matter, and no representations or warranties are made or implied, except as specifically set forth herein. No modification, waiver, or amendment of any of the provisions of this Note shall be effective unless in writing and signed by both parties to this Note.

(c) **Notices.** All notices in connection with this Note shall be in writing and personally delivered or delivered via overnight mail, with written receipt thereof, or sent by certified mail, return receipt requested, to each of the parties hereto

at their addresses set forth above (or such other address as may hereafter be designated by either party in writing in accordance with this Section 8) with a copy to Tri-Core Companies, LLC, 8840 E. Chaparral Road, Suite 150, Scottsdale, AZ 85250. Such notice shall be effective upon personal or overnight delivery or five (5) days after mailing by certified mail.

(d) **Section Headings.** The headings of the various sections of the Note have been inserted as a matter of convenience for reference only and shall be of no legal effect.

(e) **Severability.** If any provision or portion of this Note or the application thereof to any person or party or circumstances shall be invalid or unenforceable under applicable law, such event shall not affect, impair, or render invalid or unenforceable the remainder of this Note.

(f) **Applicable Law.** This Note shall be deemed to have been made in the State of Arizona, and any and all performance hereunder, or breach thereof, shall be interpreted and construed pursuant to the laws of the State of Arizona without regard to conflict of laws rules applied in the State of Arizona. The parties hereto hereby consent to personal jurisdiction and venue exclusively in the State of Arizona with respect to any action or proceeding brought with respect to this Note.

Maker:

Tri-Core Companies, LLC,
An Arizona Company
8840 E. Chaparral Road - Suite 150
Scottsdale, AZ 85250

Holder:

David and Alicia Whalen

AZ

Jason Todd Mogler

Print Name

Signature & Date

David J. Whalen

Print Name

Signature & Date

Alicia H. Whalen

Print Name

Signature & Date

EXHIBIT C

Tri-Core Companies, LLC

Investor Suitability Questionnaire

To: Prospective purchasers of Promissory Notes (the "Notes") offered by Tri-Core Companies, LLC (the "Company").

The Purpose of this Questionnaire is to solicit certain information regarding your financial status to determine whether you are an "Accredited Investor," as defined under applicable federal and state securities laws, and otherwise meet the suitability criteria established by the Company for purchasing Notes. ***This questionnaire is not an offer to sell securities.***

Your answers will be kept as confidential as possible. You agree, however, that this Questionnaire may be shown to such persons as the Company deems appropriate to determine your eligibility as an Accredited Investor or to ascertain your general suitability for investing in the Notes.

Please answer all questions completely and execute the signature page

A. Personal

1. Full Name: _____

2. Address of Principal Residence: _____

County: _____

3. Residential Telephone Number: () _____

4. Where are you registered to vote (County & State)? _____

5. Your driver's license is issued by the following state: _____

6. Other Residences or Contacts: *Please identify any other state where you own a residence, are registered to vote, pay income taxes, hold a driver's license, or have any other contacts, and describe your connection with such state:*

7. Please send all correspondence to:

(1) _____ Residential Address [as set forth in item A-2]

(2) _____ Business Address [as set forth in item B-1(a)]

8. Date of Birth: _____
9. Country of Citizenship: _____
10. Social Security Number or Tax I.D. Number: _____
11. E-Mail Address: _____

B. Occupations and Income

1. Occupation: _____
- (a) Business Address: _____
- (b) Business Telephone Number: (_____) _____
2. Gross income during each of the last two years exceeded:
- (1) _____ \$25,000 (3) _____ \$50,000
- (2) _____ \$100,000 (4) _____ \$200,000
3. Joint gross income with spouse during each of the last two years exceeded \$300,000.
- (1) _____ Yes (2) _____ No (3) _____ Not Applicable
4. Estimated gross income during current year exceeds:
- (1) _____ \$25,000 (3) _____ \$50,000
- (2) _____ \$100,000 (4) _____ \$200,000
5. Estimated joint gross income with spouse during current year exceeds \$300,000.
- (1) _____ Yes (2) _____ No (3) _____ Not Applicable

C. Net Worth

1. Current net worth or joint net worth with spouse (note that "net worth" includes all of the assets owned by you and your spouse in excess of total liabilities, including the fair market value, less any mortgage, of your principal residence.)

- (1) _____ \$50,000-\$100,000 (2) _____ \$100,000-\$250,000 (3) _____ \$250,000-\$500,000
- (4) _____ \$500,000-\$750,000 (5) _____ \$750,000-\$1,000,000 (6) _____ over \$1,000,000

2. Current value of liquid assets (cash, freely marketable securities, cash surrender value of life insurance policies, and other items easily convertible into cash) is sufficient to provide for current needs and possible personal contingencies:

(1)____Yes

(2)____No

D. Affiliation with the Company

Are you a director or executive officer of the Company?

(1)____Yes

(2)____No

E. Investment Percentage of Net Worth

If you expect to invest at least \$100,000 in Notes, does your total purchase price exceed 10% of your net worth at the time of sale, or joint net worth with your spouse?

(1)____Yes

(2)____No

(3)____Not Applicable

F. Consistent Investment Strategy

Is this investment consistent with your overall investment strategy?

(1)____Yes

(2)____No

G. Prospective Investor's Representations

The information contained in this Questionnaire is true and complete, and the undersigned understands that the Company and its counsel will rely on such information for the purpose of complying with all applicable securities laws as discussed above. The undersigned agrees to notify the Company promptly of any change in the foregoing information which may occur prior to any purchase by the undersigned of securities from the Company.

Prospective Investor(s):

Signature

Date: _____

Signature

(of spouse or co-investor, if purchase is to be made as joint tenants or as tenants in common)

Date: _____

EXHIBIT D

TRI-CORE COMPANIES, LLC BUSINESS PLAN

Mission Statement

The mission of Tri-Core Companies, LLC (the Company) is to purchase raw virgin beach front land on the Gulf of California (Sea of Cortez), Sonora, Mexico for either resale or for development.

The specific location the Company has concentrated on is generally between El Golfo de Santa Clara on the north and Puerto Peñasco (Rocky Point) on the south. This is a distance of about 80 miles and is being opened for development with the completion of the Coastal Highway that will make access by automobile to this virgin area easy for millions of visitors and buyers from the United States. The Company believes there will be a major increase in demand for property in this area with the completion of the highway. The highway is over four-fifths complete, and only a 15 mile portion of the center section remains to be completed which is scheduled for completion by Spring 2008.

If property is being purchased for resale, profitability will be generated by acquiring the virgin property and performing the following functions:

- Privatize the property, if necessary
- Create the preliminary plat plan
- Apply for and obtain the necessary permits and approvals from the several governmental agencies
- Submit the final plat plan for and obtain approval

If property is being purchased for development, the same steps noted above are still necessary. However, profitability would be further enhanced by:

- Completion of the infrastructure (roads, water, sewer, etc.)
- Selling individual lots or commercial parcels that would be ready for vertical construction
- Forming a joint venture with residential builders
- Forming a joint venture with a commercial builder
- Complete or partial build out by the company (depending on scenarios noted above)

The Company's choice for either scenario noted above will be influenced and driven by the market as demand for the area increases in direct correlation to the completion of the Coastal Highway.

Knowledge of the Marketplace

The Principals of the Company have been active in Mexican real estate for several years and consider the El Golfo/Rocky Point market one of the (if not the most) active markets in all of Mexico for development and potential upside investment.

Because of their experience and knowledge base, The El Golfo area was chosen for the Company's initial purchase due to its potential concentration and upside appreciation. Some of the driving factors that influenced this decision were:

- Its close proximity to the United States markets (one hour drive from the Border of US/Mexico)
- Its location on a beautiful, pristine, major body of water
- The quality of the sand beaches
- The scenic mountain views of the Baja Peninsula
- The opening of the area by the construction of the Coastal Highway from the US/Mexico border 300 miles to the south along the coast of the Sea of Cortez to Guaymas, Mexico, a major seaport
- The \$50 million dollar international airport under construction at Rocky Point that will accommodate all types of passenger planes. The first runway is to be completed in 2007 and the balance completed by 2009.
- Two state-of-the-art hospitals. Hospital of Pénasco and the IMMS Hospital are currently under construction and will serve the El Golfo/Rocky Point areas

The primary target market is Baby Boomers and younger persons from Southern California, Arizona, and Nevada as buyers of property for weekends and vacations due to the close proximity to these U.S. States. Another large market to be targeted is the "Snow Bird" buyer/users looking for a winter vacation location from all over the United States and Canada. Other markets include buyers/users living in Mexico, and investors looking to put money into an area that is being labeled "the Sonoran Riviera."

The Mexican and Sonoran Governments are dedicated to promoting the area as a major destination for both Americans and Canadians. This is evidenced by the millions of dollars of infrastructure being put in place by the United States and Mexican Governments. A prime example of this dedication is the Coastal Highway. This three hundred mile highway is being built at a cost in excess of \$200 million dollars and will connect the port city of Guaymas in Mexico with the US/Mexico border at San Luis Rio Colorado, south of Yuma, Arizona. The highway is two-thirds completed and will be finished in late 2007. This will make this whole area much more accessible for millions of Americans in Southern California, Arizona, and Nevada for weekends and vacations, as well as longer stays for all of the US and Canada.

La Escalera Nautical, or the "Nautical Ladder," is a widely known plan to encourage tourism by development along the Sea of Cortez by building a series of hotels, marinas, and tourist sites located within a one day sail of one another. Fonatur, the Mexican tourism development agency, initially projected 50,000 boats and one million visitors by 2014, with the vast majority from the United States.

The Property - Lot 5 Mechor Ocampo, El Golfo

After reviewing many properties in the area over the past 12 months, the site selection was narrowed to a large land parcel in an area known as El Golfo de Santa Clara, in the Municipality of San Luis Rio Colorado, Sonora, Mexico and is nestled along the beach of the Sea of Cortez. This large land parcel (Lot 5) has over 250 acres of land with over one mile (6,000+- feet) of beautiful sandy beach frontage with rolling dunes and wonderful views of the Sea of Cortez and the mountains on the other (Baja) side of the water. The northerly portion of the site is generally level with a small fore dune about 10 to 15 feet above the beach for excellent views and is an excellent area for water front and water view single family lots. The center portion of the site has the same desirable fore dune and has a low to medium high second dune for added views for multi-family and mixed use development behind the single family area. The southern portion of the site has a high ridge that extends almost to the beach and has spectacular views from both sides down the beaches and the Sea of Cortez with the greatest views from the very top. This area is excellent for a destination resort, mixed-use residential, and supports commercial use such as restaurants, hotels, and recreational facilities.

This land was selected for its excellent location and for the following and other reasons: The land is at the southern edge of El Golfo, approximately one hour south of the U.S./Mexico border crossing at San Luis. The entire waterfront area in this section of the Sea of Cortez is undergoing major development with the building of the Coastal Highway that will provide needed access from major metropolitan areas of the United States including Arizona, Nevada, and Southern California. A new major border crossing facility is also planned for San Luis to relieve congestion at the present in-town facility; this will increase the number of inspection lanes from five to sixteen and will decrease the time for crossing the border.

The Colorado River flows into the Sea of Cortez north of El Golfo and forms a large delta area. El Golfo is near the northern end of the Sea of Cortez and is well protected from adverse weather and as a result, the waters are generally calm. El Golfo is a picturesque fishing village with long wide sandy beaches. The fishermen launch their boats from the sandy beaches directly into the water. There is at present one paved road that ends at El Golfo. The Coastal Highway from San Luis will provide needed tourist access to El Golfo and other waterfront areas. The new Coastal Highway will continue southerly to Puerto Penasco (Rocky Point) and beyond to Guaymas. The section from San Luis to Rocky Point is scheduled to be operational by early 2008 and most sections are already paved and ready for use.

The Company has acquired the 250-acre plus Lot 5 land parcel and has designated the site the *El Golfo Beach Resort* and it is in the center point of this area. The subject property overlooks the Sea of Cortez from many vantage points as well as from the over one mile of beach frontage. The area has boating, fishing, off-roading, hiking, bird watching, and other water oriented activities. Vehicles can drive along the beaches of The Sea of Cortez. The area is a major boating and recreation area for Sonora, Mexico, Arizona, Nevada, Southern Utah, and especially Southern California. Much of the land adjacent to the Sea of Cortez is owned and controlled by the Federal

and State Governments for recreation and preservation with minimum land available for private development. The Sea of Cortez waterfront areas of the State of Sonora, including the subject area, have experienced a major increase in real estate values in the past 36 months and this trend is continuing.

Water Access Lot 5

El Golfo Beach Resort is to be located on Lot 5, a site fronting 6,000+/- feet on the Sea of Cortez to the south of the Town of El Golfo. Boats can be launched from the beaches. The beaches are all sand with driving allowed along the beaches. There is a large hill with a lighthouse, called "El Mochorro," at the top that is a well known and is about a 1/2-mile north of the subject property. The subject site has rolling sand dunes near the waterfront and is generally level toward the rear area. The site is well adapted for the launching of small boats.

The Proposed Development for Lot 5

This project is a proposed mixed-use development, including a gated single family development of 500+/- single family lots, several areas for multi-family development, and a planned destination resort with hotels, restaurants, and supporting commercial facilities. All of this fronts on and has wonderful views of the Sea of Cortez at the Town of El Golfo, in rapidly developing San Luis Rio Colorado, Sonora, Mexico. The property consists of 100+/- hectares (250+/- acres) of land on the multi-level site overlooking the scenic waterways of the Sea of Cortez to the west and with mountain views to the east. The property has over 2,000 meters (6,000+/- feet) of sandy beach frontage. There are beautiful scenic views up and down the sandy beaches on the Sea of Cortez (Gulf of California). The lots will range from 50 feet by 100 feet to lots well over an acre depending on location, views, and terrain. The prime lots will be on the beach for wonderful views and easy water and beach access and at the top of the large hill near the south end of the property for spectacular views along the beaches for miles in each direction. The development will provide all the amenities associated with a destination development.

The Development Plan

The development plan is to purchase the property for cash with reserves to complete the development. The property will be developed in total or a part may be sold and the balance of the site developed for single family lots. The value of the approved subdivision will be sufficient to secure a construction funds for the cost of the off-site improvements, infrastructure and the marketing of the sites. The development will be completed in phases and we will be in the position to sell the lots to a residential builder, or individually on a retail basis in the open market.

Supporting Land Sale Prices for Lot 5

There has been a major increase in interest in land acquisition in the area between El

Golfo and Rocky Point since the construction of this section of the Coastal Highway began about 24 months ago. As the highway is nearing completion, there is a greater recent increase in activity, and that will continue to increase until and after the new road is completed. The greatest interest in buying by national and international groups for development and retail end buyers will be when the Coastal Highway will provide convenient access to land parcels currently only reachable by 4x4 vehicles. The road is completed to the rear of all of Mechor Ocampo but is not yet completed to Rocky Point.

The land where Lot 5 is located is a group of beach front parcels designated Mechor Ocampo and planned for tourism development. This section of beach front has 13 parcels varying in size up to 100+/- hectares with Lot 5 being the largest with the most frontage. Mechor Ocampo starts with Lot 1 in the Town of El Golfo and continues toward Rocky Point about six miles. Lot 3 (the largest section) with about 40 hectares or 100+/- acres is presently for sale for \$12.50 per square meter (\$1.25+/- per square foot). The present owner has held the property for many years and now wants to sell. The property is near Lot 5 and is smaller, but with less beach frontage than Lot 5. This owner, along with his sister, own Lot 10 in Mechor Ocampo and they have indicated that they have sold Lot 10 for \$6.00 per square meter (\$0.60+/- per square foot). Lot 10 is smaller and has less frontage than Lot 5 and is generally level with limited views except at the front of the property. According to the seller, this lower price is due to the location of the property further from development, the Town of El Golfo, and the less desirable terrain. Lot 9 in Mechor Ocampo is also for sale for \$12.37 per square meter (\$1.24+/- per square foot). This lot is very similar in size and terrain to Lot 10 discussed above. The Company has acquired Lot 5 for \$2.25 per square meter (\$0.23+/- per square foot), or well below the asking and sold prices in Mechor Ocampo. El Golfo is an area that is just starting to develop and therefore there have been few sales of beachfront and beach view lots in the El Golfo area. One starting development on 14 hectares in Lot 3 of Mechor Ocampo has sold eight beachfront lots (total only 12) for \$120,000 each without utilities or improvements. These have been sold to investors and potential users by private contact and without advertising. The asking prices for beach view lots in this subdivision range from \$45,000 to \$80,000, depending of the location. These lots are 50+/- feet by 100+/- feet. An overview of lot and land prices in Rocky Point is included in the Addenda. These prices dramatically point out the huge upside for land in El Golfo compared to the more developed Rocky Point. But remember, El Golfo will be 45 minutes to one-hour closer to the United States/Mexico Border.

El Golfo/Rocky Point - General Economic and Area Information

The Colorado River forms the state line between Arizona, California, and Nevada, and continues southerly to the Sea of Cortez. Along its entire length, it is a major recreation/boating area for Arizona, Nevada, and Southern California in the spring & summer, and a perfect destination for "Snowbirds" in the winter creating a year around demand for the entire area.

Historically, neighboring Rocky Point has been a major recreational area for Phoenix and Tucson, Arizona. The drive time has been about three hours, making it a very easy weekend vacation spot. There have been many new high and mid-rise

condominium units built near Rocky Point on Sandy Beach within the past few years, providing over 3,000 new units. These are well designed and constructed developments with many beach front amenities. These units generally have sold for \$300,000 to over \$1,500,000 and have been sold primarily to U.S. residents. El Golfo is about 25 miles north of Rocky Point by the shore line. However, historically there has been no connecting road. The new Coastal Highway will make the drive between El Golfo and Rocky Point less than 30 minutes and will make El Golfo closer to California, Western Arizona, and Nevada. This will dramatically change the access to the El Golfo area.

Development in El Golfo is coming and soon. Neighboring El Golfo developments include a proposed single-family development with a golf course fronting the beach neighboring the subject to the north. This proposed development is also planned to have a hotel near the beach and possibly a marina. The developer for this property is U.S.-based, and is reported to have both the financial and development capability to complete the project. El Golfo is a small, quiet community that is poised to undergo extensive real estate development with the completion of the Coastal Highway and the increased access to large U.S. markets that will then be within convenient driving distance. There are many resort areas of Mexico with extensive development taking place, however there are only limited areas on the water that have good driving access from the United States. The Coastal Highway will make the El Golfo/Rocky Point area even more accessible, with El Golfo being only one hour from the border at a new 16-lane crossing.

Short Term Business Goals

The Company will be dedicated solely to its purchase of Lot 5 of Mechor Ocampo and managing it for success. This includes the creation of a development plan, the development of marketing campaigns, and the pursuit of letters of intent for lot pre-sales.

As part of the short-term development plan, we will proceed to obtain an ALTA or equivalent land survey to proceed with a title insurance commitment, initial site studies, and engineering to plan for development and/or division of the property. In addition, we will proceed with the concession for the "Federal Zone" so that we may have exclusive use of the 20 meters controlled by the Mexican Government adjacent to the "high water mark." This is an important concession and we are proceeding forward. The other pre-development permit is for the ecology of the property and is an involved and extensive study. We have had the environmentalist we work with review Lot 5 on a preliminary basis and there are no apparent environmental concerns; however, the actual permit requires an expensive and time consuming study and approval process.

Other permits pertain to the water, electricity, and planned development. These are in conjunction with the Municipality of San Luis (the governing entity) and the several department and utilities.

Within this initial permit period, we will be preparing preliminary site plans to determine the highest and best use/layout of the Lot 5 property and frontage. We will

also explore the various sales materials we intend to use, such as property informational brochures and media packages for the development. This pre-marketing focus will concentrate on our primary target markets of Southern California, Arizona, and Nevada, with exposure in the rest of the United States and Canada as we proceed further.

To further ensure success, the Company will continue to focus on the development of strong relationships with key property professionals (brokers, financial institutions, law firms, building contractors and suppliers, etc.). While we presently enjoy a good relationship with several governmental agencies, we will also be working quite diligently throughout the whole development process to further strengthen and expand our relationships with governmental agencies and political entities. Since we also understand and respect the Mexican culture, we foresee no obstacle in achieving strong and favorable relationships with the governing authorities.

The Company will create and maintain an image and presence in the industry as an honest and creative enterprise, characterized by ethics, integrity, and producing a quality of work that represents a real asset for clients and investors.

Long Term Business Goals

Throughout 2007 and thereafter, the Company's only primary goal is continue to manage the planned development of Lot 5 for success. The primary focus will be the monitoring of all required permits and the development layout.

Thereafter, preliminary talks with several local contractors will commence so that the Company will be in a position to move quickly to choose contractors for such items as roadwork, water, electricity, etc. Also, discussions with building suppliers will be taking place to again ensure that the Company will be in a position to act swiftly as the need arises for any given material.

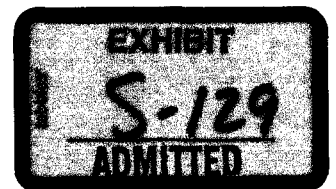
The marketing material will be formulated as the final vision of Lot 5 becomes evident. The Company foresees the actual sale of the parcels occurring early-year, 2008. It is the Company's intention to be positioned to start actual sales by the third quarter of 2008 to either the general public or to other builders.

The overall development of Lot 5 is for a planned "destination" mixed-use development. This will combine oceanfront and ocean view single-family lots and multi-family parcels with a commercial core including hotels, restaurants, recreation features, and support retail shops. The goal is to create a "Five Star" development that will appeal to users/buyers of all ages from the United States, Canada, Mexico, and anywhere else.



CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

PLEASE RETURN ONE COPY TO US IN
THE PROVIDED RETURN PACKAGING.





Memorandum#: Harry C. Wong (Lot 5)

Referral: G. Garcia / B. Buckley

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

Tri-Core Companies, LLC
An Arizona Limited Liability Company

\$3,500,000

\$5,000 per Promissory Note (Unit)
MINIMUM PURCHASE - 1 Promissory Note
80% Rate of Return, Compounded Annually; Paid At Maturity
Maturity Date: 24 months
Redemption at Maturity - \$16,200 per Unit

Tri-Core Companies, LLC, an Arizona Limited Liability Company (hereinafter referred to as the "COMPANY"), is offering by means of this Confidential Private Placement Memorandum a maximum of Seven Hundred (700) Secured Promissory Notes ("Notes") at an offering price of Five Thousand (\$5,000) Dollars per Note, for a maximum total of Three Million and Five Hundred Thousand Dollars (\$3,500,000), to qualified investors who meet the Investor Suitability Requirements set forth herein (see "INVESTOR SUITABILITY REQUIREMENTS"). Each Investor must agree to purchase the Notes, as a lender to the Company, for investment purposes only, and execute a Subscription Agreement in the form contained in the accompanying Subscription Booklet (see "TERMS OF THE OFFERING").

**THESE SECURITIES ARE SPECULATIVE AND INVESTMENT
IN THE NOTES INVOLVES A DEGREE OF RISK
(SEE "RISK FACTORS")**

	Offering Price	Selling Commissions	Proceeds to Company
Per Unit	\$5,000	\$500	\$4,500
Maximum Units	\$3,500,000	\$350,000	\$3,150,000

Tri-Core Companies, LLC
8840 E. Chaparral Road, Suite 150
Scottsdale, AZ 85250
Telephone: (480) 356-3200
Facsimile: (480) 346-3201

The date of this Private Placement Memorandum is February 1, 2008

Tri-Core Companies LLC

(877) 527-6698

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FILE #8337

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IMPORTANT NOTICES

This Confidential Private Placement Offering Memorandum ("Memorandum") is submitted to you on a confidential basis solely for the purpose of evaluating the specific transaction described herein. This information shall not be photocopied, reproduced, or distributed to others without the prior written consent of Tri-Core Companies, LLC ("Company"). If the recipient determines not to purchase any of the Notes offered hereby, it will promptly return all material received in connection herewith without retaining any copies.

DISCLAIMERS

THE NOTES OFFERED HEREBY IN THIS OFFERING MEMORANDUM HAVE NOT BEEN REGISTERED WITH, OR APPROVED, BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION, NOR HAVE SUCH NOTES OR THIS MEMORANDUM BEEN FILED WITH OR REVIEWED BY THE ATTORNEY

GENERAL OF ANY STATE OR THE SECURITIES REGULATORY AUTHORITY OF ANY STATE. THIS OFFERING IS BASED ON THE EXEMPTION FROM SUCH REGISTRATION AS SET FORTH IN §4(2) AND RULE 506 OF REGULATION D OF THE SECURITIES ACT OF 1933, AS AMENDED.

THE INVESTMENT DESCRIBED IN THIS MEMORANDUM INVOLVES RISKS, AND IS OFFERED ONLY TO INDIVIDUALS WHO CAN AFFORD TO ASSUME SUCH RISK FOR AN INDEFINITE PERIOD OF TIME AND WHO AGREE TO PURCHASE THE NOTES ONLY FOR INVESTMENT PURPOSES AND NOT WITH A VIEW TOWARD THE TRANSFER, RESALE, EXCHANGE OR FURTHER DISTRIBUTION THEREOF. THERE WILL BE NO PUBLIC MARKET FOR THE NOTES ISSUED PURSUANT TO THIS OFFERING MEMORANDUM. THE RESALE OF THE NOTES IS LIMITED BY FEDERAL AND STATE SECURITIES LAWS AND IT IS THEREFORE RECOMMENDED THAT EACH POTENTIAL INVESTOR SEEK COUNSEL SHOULD THEY DESIRE MORE INFORMATION.

THE PRICE OF THE NOTES AS DESCRIBED IN THIS OFFERING MEMORANDUM HAS BEEN ARBITRARILY DETERMINED BY THE SPONSORS OF THIS INVESTMENT, AND EACH PROSPECTIVE INVESTOR SHOULD MAKE AN INDEPENDENT EVALUATION OF THE FAIRNESS OF SUCH PRICE UNDER ALL THE CIRCUMSTANCES AS DESCRIBED IN THE ATTACHED OFFERING MEMORANDUM.

NO PERSON IS AUTHORIZED TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATION IN CONNECTION WITH THIS MEMORANDUM, EXCEPT SUCH INFORMATION AS IS CONTAINED OR REFERENCED IN THIS MEMORANDUM. ONLY INFORMATION OR REPRESENTATIONS CONTAINED OR REFERENCED HEREIN MAY BE RELIED UPON AS HAVING BEEN MADE BY THE COMPANY. PROSPECTIVE INVESTORS WHO HAVE QUESTIONS CONCERNING THE TERMS AND CONDITIONS OF THIS PRIVATE OFFERING MEMORANDUM OR WHO DESIRE ADDITIONAL INFORMATION OR DOCUMENTATION TO VERIFY THE INFORMATION CONTAINED HEREIN SHOULD CONTACT THE COMPANY. PROJECTIONS OR FORECASTS CONTAINED IN THIS PRIVATE OFFERING MEMORANDUM, OR OTHER MATERIALS, MUST BE VIEWED ONLY AS ESTIMATES. ALTHOUGH ANY PROJECTIONS CONTAINED IN THIS MEMORANDUM ARE BASED UPON ASSUMPTIONS WHICH THE COMPANY BELIEVES TO BE REASONABLE, THE ACTUAL PERFORMANCE OF THE COMPANY MAY DEPEND UPON FACTORS BEYOND THE CONTROL OF THE COMPANY. NO ASSURANCE CAN BE GIVEN THAT THE COMPANY'S ACTUAL PERFORMANCE WILL MATCH ITS INTENDED RESULTS.

1. SUMMARY OF THE OFFERING

THE FOLLOWING SUMMARY IS QUALIFIED IN ITS ENTIRETY BY MORE DETAILED INFORMATION THAT MAY APPEAR ELSEWHERE IN THIS PRIVATE PLACEMENT MEMORANDUM. EACH PROSPECTIVE INVESTOR IS URGED TO READ THIS PRIVATE OFFERING MEMORANDUM IN ITS ENTIRETY.

Tri-Core Companies, LLC (the "Company") was formed on August 29, 2007 as an Arizona Limited Liability Company. The Company is in the business of Land Acquisition and Development.

The Securities offered are Seven Hundred (700) Notes issued by the Company at Five Thousand (\$5,000) Dollars per Note, payable in cash at the time of subscription (see "Exhibit "B" for copy of Promissory Note). The minimum purchase is one (1) Note. The Notes have an annual rate of return of eighty (80%) percent interest, compounded annually. The return will be paid at maturity, with a maturity date of twenty-four (24) months from the Commencement Date of each Note. The Notes offered pursuant to this Private Placement Memorandum will be secured by the property being purchased.

None of the Notes are convertible to Membership Units, or other type of equity, in the Company. The Principal may be prepaid, at the sole discretion of the Company, without a prepayment penalty. This offering will commence on February 1, 2008, and will terminate no later than February 1, 2010, unless extended by the Company (see "TERMS OF THE OFFERING").

The gross proceeds of the offering will be a maximum of Three Million Five Hundred Thousand (\$3,500,000) Dollars. The use of the proceeds is to purchase a water front subdivision in San Luis Rio Colorado, Sonora, Mexico as described herein (see "USE OF PROCEEDS").

2. THE COMPANY

Tri-Core Companies, LLC (the "Company") was formed on August 29, 2007, as an Arizona Limited Liability Company. At the date of this offering, One Thousand (1,000) of the Company's Membership Units were authorized, with Nine Hundred (900) membership units issued and outstanding. The Company is in the business of construction management, land acquisition, and development.

2.1 OPERATIONS

The Company is in the business of construction management, land acquisition, and development, specializing in beach front properties along the coast of upper Sonora. SEE "EXHIBIT D - BUSINESS PLAN."

2.2 BUSINESS PLAN

Tri-Core Companies' Business Plan, included as Exhibit D of this

Memorandum, and was prepared by the Company using assumptions set forth in the Business Plan, including several forward looking statements. Each prospective investor should carefully review the Business Plan before purchasing Notes. Management makes no representations as to the accuracy or achievability of the underlying assumptions and projected results contained herein.

3. MANAGEMENT

3.1 LLC MANAGERS

The success of the company is dependent upon the services and expertise of existing management. At the present time, three individuals are actively involved in the management of the Company:

Jason Todd Mogler – President and General Partner

Jason Todd Mogler is a principal partner in Tri-Core Companies LLC, Tri-Core Business Development LLC, Tri-Core Business Development 2 LLC, and Tri-Core Lending, Inc., as well as the President of MyCreditStore dba LenderSquare, Inc. which has been a profitable business since 1997.

Mr. Mogler has an impressive academic resume at Arizona State University where he holds a Bachelor of Science degree with a major in marketing and a minor in psychology. His master studies with Thunderbird American Graduate School of International Management give him an international understanding of business strategies and marketing position. His practical work experience as the Director of Construction Lending for the Royal Bank of Canada gives him thorough knowledge of construction lending and banking operations.

Mr. Mogler has a very long reputation for honest business practices and fair dealings with all people both personally and professionally.

Vince Gibbons – Vice-President and Director of Development and Engineering

Vince Gibbons has over 22 years of civil engineering experience domestically and internationally. His expertise encompasses due diligence, master planning, feasibility studies, design and contract document preparation for private development, commercial, water, transportation, airport, flood control, storm drain, and sewer projects. Additional professional skills include total project management, design build, construction management, shop drawing review, inspection, cost estimates, and budget and schedule control. Mr. Gibbons is proficient in managing multi-disciplined teams and large projects for private developers and public agencies, as well as smaller more detailed oriented projects. He has earned a reputation for being quality conscious, and for "going the extra mile" to complete projects on time and within budget. He has worked

on a wide variety of projects in the states of Arizona, Utah, Colorado, Nevada, and New Mexico, and in the countries of Panama and Mexico, and is very familiar with the requirements and criteria of each associated governing entity. This broad experience has provided him with an extensive base of knowledge that allows him to develop innovative and cost effective solutions for a myriad of situations.

Mr. Gibbons has owned and operated Tri-Core Engineering for over 9 years. Tri-Core Engineering currently has offices in Arizona, Colorado, and Nevada and is registered in Panama. With a staff of 35 highly qualified and diversified individuals and professionals, Tri-Core Engineering has the ability to offer its clients a wide range of services and expertise. Mr. Gibbons functions as owner, president, and project manager of various endeavors. He and his staff are committed to ensuring that every project is completed to the highest level of accuracy and completeness, and that each client is provided with the individual attention and service they require.

Jim Hinkeldey - Vice-President

Jim Hinkeldey possesses thirty-five years of banking and financial experience including portfolio management, joint venture management, and all aspects of the mortgage banking profession for select regional New York banks.

Mr. Hinkeldey headed the Joint Venture division at Richmond Hill Savings Bank in New York. Accordingly, his scope of work entailed the project feasibility and running of day-to-day operations both in the field and office. He was responsible for land acquisition through project conclusion which included the delivery of completed developments in a timely and cost efficient, profitable manner. He reported directly to the Board of Directors.

Mr. Hinkeldey also managed a mortgaged backed portfolio. He successfully rearranged the structure of the portfolio to meet asset/liability re-pricing demands. His concept creation resulted in a portfolio that met re-pricing sensitivity models while delivering positive bottom line results.

Throughout Mr. Hinkeldey's career, he remained active in the mortgage banking profession in both residential and commercial properties. He was responsible for running a lending network of 15 branches.

Mr. Hinkeldey's business philosophy is based on total enterprise engagement, accountability, and the deliverability of profitable projects. Mr. Hinkeldey's philosophy is that the client and his investment or requirements come first and are paramount to each success.

Presently, Mr. Hinkeldey is the Principal Partner of Real Impact LLC., a select group of investors specializing in the acquisition of residential and commercial properties. In this role, he is responsible for the selection of investment properties and overseeing any corrective construction required prior to sale or rental of the property.

Mr. Hinkeldey's educational background consists of a degree in Banking and Money Management from Adelphi University, Long Island, New York. He also holds a three year specialized degree in real estate finance from the Mortgage Bankers of America which he received from Northwestern University. He attended numerous programs for finance, real estate, and management at New York University and Wharton Business School.

The management team may be further developed and expanded with qualified and experienced executives, professionals and consultants, as the Company matures and grows.

4. TERMS OF THE OFFERING

4.1 GENERAL TERMS OF THE OFFERING

This Private Offering Memorandum is offering a maximum of Seven Hundred (700) Notes at Five Thousand (\$5,000) Dollars per Note, for a maximum of Three Million Five Hundred Thousand (\$3,500,000) Dollars to a select group of Investors who satisfy the Investor Suitability Requirements (see "**INVESTOR SUITABILITY REQUIREMENTS**"). The Company has the authority to sell fractional Notes at its sole discretion.

4.2 MINIMUM OFFERING AMOUNT - HOLDING ACCOUNT

The Company has established an Investment Holding Account with Wells Fargo Bank into which the offering proceeds will be placed. No minimum offering amount has been established before such proceeds will be released from the holding account and utilized by the Company.

4.3 NONTRANSFERABILITY OF NOTES

The Notes have not been registered with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Securities Act"), and are being offered in reliance upon an exemption under §4(2) and Rule 506 of Regulation D of the Securities Act, as amended, and rules and regulations hereunder. The Notes have not been registered under the securities laws of any state and will be offered pursuant to an exemption from registration in each state. A purchaser may transfer or dispose of the Note only if such Notes are subsequently registered under the Securities Act, or if an exemption from registration is available, and pursuant to an opinion of counsel acceptable to the Company and its counsel to the effect that the Notes may be transferred without violation of the registration requirements of the Securities Act or any other securities laws.

4.4 CLOSING OF THE OFFERING

The Notes are offered and closed only when a properly completed Subscription Agreement (**Exhibit A**); Note (**Exhibit B**), and Investor Questionnaire (**Exhibit C**) are submitted by the investing Subscriber or his/her Investor Representatives and are received and accepted by the Company. The Subscription Agreement as submitted by an investing Subscriber or his/her Investor Representatives shall be binding once the Company signs the Subscription Agreement, Note and the funds delivered by the potential Investor to the Company with the Subscription Agreement has been cleared by the financial institution in which they are deposited by the Company. The Notes will be delivered to qualified Investors upon acceptance of their subscriptions. All funds collected from investing Subscribers will be deposited in a designated account under the control of the Company. Investors subscribing to the Notes may not withdraw or revoke their subscriptions at any time prior to acceptance by the Company, except as provided by certain state laws, or if more than thirty (30) days have passed after receipt of the Subscription Agreement by the Company without the Company accepting the Investor's funds and delivering all applicable documents to such Investor. The proceeds of this Offering will be used only for the purpose set forth in this Private Offering Memorandum (see "**USE OF PROCEEDS**").

The Company may close in whole or in part or terminate this Offering under any of the following conditions:

1. Upon receipt of the maximum offering subscription amount of Three Million Five Hundred Thousand (\$3,500,000) Dollars
2. Notwithstanding the above, this offer shall terminate one (1) year from the date of this Private Placement Memorandum; or on such later date not exceeding thirty (30) days thereafter to which the Company, in its sole discretion, may extend this Offering.

5. PLAN OF DISTRIBUTION

5.1 OFFERING OF NOTES

The Notes will be offered to prospective lenders by Officers and Directors of the Company and qualified licensed personnel, pursuant to State and Federal security rules and regulations. This Offering is made solely through this Private Placement Memorandum and without any form of general solicitation or advertising. The Company and its Officers and Directors or other authorized personnel will use their best efforts during the Offering period to find eligible Investors who desire to subscribe to the Notes in the Company. These Notes are offered on a "best efforts" basis, and there is no assurance that any or all of the Notes will be closed. The Company has the authorization to offer fractional Notes at its sole discretion. The Offering period will begin as of the date of this

private Offering Memorandum and will close upon the happening of such occurrences as defined herein (see **"TERMS OF THE OFFERING"**).

5.2 PAYMENTS TO BROKER DEALERS OR INVESTMENT ADVISORS

The Company has the power to pay fees or commissions to qualified Broker Dealers, Registered Investment Advisors or any other person qualified under other applicable federal and state security laws.

6. DESCRIPTION OF NOTES

6.1 NOTES

The Company is offering Seven Hundred (700) Notes of the Company to potential investors at Five Thousand (\$5,000) Dollars per Note, payable in cash at the time of the subscription. The minimum purchase is one (1) note. The Notes will have a rate of return of eighty (80%) percent interest, compounded annually, with a maturity date of twenty-four (24) months from the Commencement Date of each Note. Interest shall be paid at maturity (24 months). All principal shall be paid at maturity. Principal with accrued interest may be prepaid at the sole discretion of the Company, without a prepayment penalty at any time. The Notes will be issued in the form attached hereto and incorporated herein by reference as though set forth in full herein as **Exhibit B**.

6.2 SECURITY FOR PAYMENT OF THE NOTES

The Notes being offered by the Company in this Private Placement Offering are secured by the land Tri-Core Companies LLC purchases. Tri-Core Companies LLC will establish an administration account which will hold the deed to the property until all note holders will be paid in full.

6.3 REPORTS TO NOTEHOLDERS

The Company will furnish annual un-audited reports to its Note holders ninety (90) days after its fiscal year. The Company may issue other interim reports to its Note holders as it deems appropriate. The Company's fiscal year ends on December 31st of each year.

7. USE OF PROCEEDS

The gross proceeds of the Offering will be a maximum of Three Million Five Hundred Thousand (\$3,500,000) Dollars. The table below sets forth the use of proceeds for both the maximum and minimum offering amounts.

Sources

	Maximum Amount	Percent of Proceeds
Proceeds From Sale of Notes	\$3,500,000	100%

Application of Proceeds

Offering Expenses (1)	\$350,000	10.00%
Commissions (2)	\$350,000	10.00%
Total Offering Expenses & Fees	\$700,000	20.00%
Net Offering Proceeds	\$2,800,000	80.00%
Land Purchase	\$2,225,000	63.57%
Engineering	\$350,000	10.00%
Marketing	\$200,000	5.72%
Web Site Development	\$25,000	0.71%
Total Application of Proceeds	\$3,500,000	100%

Footnotes:

(1) Includes estimated memorandum preparation, filing, printing, legal, accounting and other fees and expenses related to the Offering

(2) This Offering is being sold by the officers and directors of the Company, who will not receive any compensation for their efforts. No sales fees or commissions will be paid to such officers or directors. Notes may be sold by registered brokers or dealers who are members of the NASD and who enter into a Participating Dealer Agreement with the Company. Such brokers or dealers may receive commissions up to ten percent (10%) of the price of the Notes sold.

8. CAPITALIZATION STATEMENT

8.1 CAPITALIZATION PRIOR TO AND AFTER THE OFFERING

The following table summarizes the capitalization of the Company prior to, and as adjusted to reflect, the issuance and sale of the maximum of Seven Hundred (700) Notes or Three Million Five Hundred Thousand (\$3,500,000) Dollars.

	AS ADJUSTED 08/29/07	AFTER THE OFFERING
Notes	<u>-0-</u>	<u>\$3,500,000</u>
Membership Units \$.01 par value, 1,000 Units authorized, 1000 Units issued and outstanding	\$100	\$100
Net Shareholders' Equity	\$100	\$100
TOTAL CAPITALIZATION	<u>\$100</u>	<u>\$3,500,100</u>

9. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

9.1 RESULTS OF OPERATIONS

The Company is a development stage company and has not yet commenced its principal operations.

9.2 LIQUIDITY AND CAPITAL RESOURCES

The Company's liquidity and capital resources are dependent on its ability to raise sufficient capital to pay for the purchase price of the Promissory Notes.

10. CERTAIN TRANSACTIONS

10.1 ARIZONA LIMITED LIABILITY COMPANY

Tri-Core Companies, LLC is a privately held Arizona Limited Liability Company, incorporated on August 29, 2007.

10.2 PRIVATE OFFERING OF NOTES

The Company is authorized to offer in this private offering, up to Three Million Five Hundred Thousand (\$3,500,000) Dollars of Notes to selected investors, effective on February 1, 2008.

11. FIDUCIARY RESPONSIBILITIES OF THE DIRECTORS AND OFFICERS OF THE COMPANY

11.1 GENERAL

The Principals, Officers, and Directors of the Company are accountable to the Company as fiduciaries and such Principals, Officers and Directors are required to exercise good faith and integrity in managing the Company's affairs and policies. Each Note Holder of the Company, or their duly authorized representative, may inspect the books and records of the Company at any time during normal business hours. A Note Holder may be able to bring an action on behalf of himself in the event the Note Holder has suffered losses in connection with the purchase or sale of the Note(s) in the Company, due to a breach of fiduciary duty by an Officer or Director of the Company, in connection with such sale or purchase, including the misrepresentation or misapplication by any such Officer or Director of the proceeds from the sale of these Notes, and may be able to recover such losses from the Company.

11.2 INDEMNIFICATION

Indemnification is permitted by the Company to directors, officers, or controlling persons pursuant to Arizona law. Indemnification includes expenses, such as attorneys' fees and, in certain circumstances, judgments, fines and settlement amounts actually paid or incurred in connection with actual or threatened actions, suits or proceedings involving such person and arising from their relationship with the Company, except in certain circumstances where a person is adjudged to be guilty of gross negligence or willful misconduct, unless a court of competent jurisdiction determines that such indemnification is fair and reasonable under the circumstances.

12. RISK FACTORS

THIS INVESTMENT INVOLVES A DEGREE OF RISK. AN INDIVIDUAL CONTEMPLATING INVESTMENT IN THIS OFFERING SHOULD GIVE CAREFUL CONSIDERATION TO THE ELEMENTS OF THE RISK SUMMARIZED BELOW, AS WELL AS THE OTHER RISK FACTORS IDENTIFIED ELSEWHERE IN THIS PRIVATE OFFERING MEMORANDUM.

12.1 FORMATION OF THE COMPANY

The Company was formed on August 29, 2007. It is therefore subject to all the risks inherent in the creation of a new Company. Unforeseen expenses, complications, and delays may occur with a new Company.

12.2 CONTROL BY COMPANY

After completion of this offering, the Company will own one hundred percent (100%) of the issued and outstanding Membership Units. Such ownership will enable the Company to continue to elect all the Managers and to control the Company's policies and affairs. The Note Holders will not have any voting rights in the Company.

12.3 RELIANCE ON THE COMPANY FOR MANAGEMENT

All decisions with respect to the management of the Company will be made exclusively by the Principal Managers of the LLC. The Note Holders do not have the right or power to take part in the management of the Company. Accordingly, no person should purchase a Note unless he is willing to entrust all aspects of the management of the Company to existing Management.

12.4 LIMITED TRANSFERABILITY OF THE NOTES

The transferability of the Notes in this offering is limited, and potential investors should recognize the nature of their investment in the offering. It is not expected that there will be a public market for the Notes because there will be only a limited number of investors and restrictions of the transferability of Notes. The Notes have not been registered under the Securities Act of 1933, as amended, or qualified or registered under the securities laws of any state and, therefore, the Notes cannot be resold unless they are subsequently so registered or qualified or an exemption from such registration is available. The offering also contains restrictions on the transferability of the Notes. Accordingly, purchasers of Notes will be required to hold such Notes to maturity unless otherwise approved by the Company. The Company does not intend to register the Notes under the Securities Act of 1933.

12.5 CAPITALIZATION OF THE COMPANY

Prior to this offering, the Company was funded by cash. Independent of the amounts raised in this offering the Company does not have any other assets available to use to pay principal or interest on the Notes.

12.6 REGULATIONS

The Company is subject to various federal and state laws, rules and regulations governing, among other things, the licensing of, and procedures that must be followed by, mortgage owners and disclosures that must be made to consumer borrowers. Failure to comply with these laws may result in civil and criminal liability and may, in some cases, give consumer borrowers their right to rescind

their mortgage loan transactions and to demand the return of finance charges paid to the company. Because the Company's business is highly regulated, the laws, rules, and regulations applicable to the Company are subject to subsequent modification and change. The Company believes it is in full compliance with any and all applicable laws, rules and regulations both domestically and in Mexico.

13. PRINCIPAL SHAREHOLDERS

As of the date of this Offering, the Company has Nine Hundred (900) Membership Units issued and outstanding to Jason Todd Mogler (30%), Jim Hinkeldey (30%), and Vince Gibbons (30%).

14. HOW TO INVEST

An Investor who meets the qualifications as set forth in this Private Offering Memorandum may subscribe for at least the minimum purchase herein of One (1) Note (Five Thousand (\$5,000) Dollars) by carefully reading this entire Private Offering Memorandum and by then completing and signing a separately bound booklet. This booklet contains identical copies of the following exhibits contained in the Private Offering Memorandum, including:

Exhibit A INSTRUCTIONS TO SUBSCRIBERS and SUBSCRIPTION AGREEMENT: This contains complete instructions to Subscribers and should be read in its entirety by the prospective investor prior to investing. The Subscription Agreement must be signed by the Investor.

Exhibit B PROMISSORY NOTE: This Note will be signed by Tri-Core Companies, LLC.

Exhibit C INVESTOR QUESTIONNAIRE: This questionnaire requires a Subscriber to complete a financial history in order to aid the Company in the determination of the suitability of the Subscriber as a potential Investor. This questionnaire must be signed by the Investor.

Exhibit D Tri-Core Companies, LLC Business Plan

Copies of all the above referenced documents are included with this Private Placement Memorandum. For discussion of the actions of the Company upon receipt of a properly completed request to invest by a Subscriber, please see "**TERMS OF THE OFFERING.**" Such Investor should include his check made payable Tri-Core Companies, LLC, along with the SUBSCRIPTION AGREEMENT, NOTE, AND INVESTOR QUESTIONNAIRE. Delivery of the documents referred to above, together with a check to the Company should be addressed to the Company as follows: **Tri-Core Companies, LLC, 8840 E. Chaparral Road, Suite 150, Scottsdale, AZ 85250.**

15. INVESTOR SUITABILITY REQUIREMENTS

15.1 INTRODUCTION

Potential Investors should have experience in making investment decisions or such Investors should rely on their own tax consultants or other qualified investment advisors in making this investment decision.

15.2 GENERAL SUITABILITY

Each potential Investor will be required to represent the following by execution of a Subscription Agreement:

1. The Investor has such knowledge and experience in financial and business matters and is capable of evaluating the merits and risks of an investment in this Offering.
2. The Investor has the ability to bear the economic risk of this investment, has adequate means to provide for his, her, or its current needs and personal contingencies, has no need for liquidity in this investment and could afford the complete loss of the investment.
3. The Investor is acquiring the Note(s) for his, her or its own account for investment purposes only and not with a view toward subdivision, resale, distribution or fractionalization thereof, or for the account of others, and has no present intention of selling or granting any participation in, or otherwise distributing, the Note(s).
4. The Investor's overall commitment to invest in the Note(s) is not disproportionate to his, her, or its net worth and the investment in these Note(s) will not cause such overall commitment to become excessive.
5. The Investor has read and understands this Private Placement Memorandum and all its exhibits.

15.3 NONACCREDITED INVESTORS

Up to and including thirty-five (35) investing Subscribers may be accepted by the Company as suitable Investors if each such Subscriber has a net worth sufficient to bear the risk of losing his entire investment and meets the above "General Suitability Standards."

15.4 ACCREDITED INVESTORS

In addition to satisfying the "General Standards" as defined above, all but thirty-five (35) Subscribers for Shares must each satisfy one of the "Accredited Investors" economic suitability standards as defined below:

1. Any natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase exceeds One Million (\$1,000,000) Dollars;
2. Any natural person who had an individual income in excess of Two Hundred Thousand (\$200,000) Dollars in each of the two most recent years, or joint income with that person's spouse in excess of Three Hundred Thousand (\$300,000) Dollars in each of those years and has a reasonable expectation of reaching the same income level in the current year;
3. Any bank as defined in Section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act, whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934; any insurance company as defined in Section 2(a)(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company, as defined in Section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions, for the benefits of its employees if such plan has total assets in excess of Five Million (\$5,000,000) Dollars; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, (as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company or registered investment adviser) or if the employee benefit plan has total assets in excess of Five Million (\$5,000,000) Dollars if a self-directed plan, with investment decisions made solely by persons that are accredited investors;
4. Any private business development company (as defined in Section 202(a)(22) of the Investment Advisers Act of 1940);
5. Any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered with total assets in excess of Five Million (\$5,000,000) Dollars;

6. Any director, executive officer or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;

7. Any trust, with total assets in excess of Five Million (\$5,000,000) Dollars, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii); and

8. Any entity in which all of the equity owners are Accredited Investors.

NOTE: Entities (a) which are formed for the purpose of investing in the Company, or (b) the equity owners of which have contributed additional capital for the purpose of investing in the Company, shall be "looked through" and each equity owner must meet the definition of an accredited investor in any of paragraphs 1, 2, 3, 4, 5, 6 or 7 above and will be treated as a separate subscriber who must meet all suitability requirements.

15.5 ACCEPTANCE OF SUBSCRIPTION AGREEMENT BY THE COMPANY

The Investor Suitability Requirements referred to in this section represent minimum requirements for potential Investors. Satisfaction of these standards does not necessarily mean that participation in this Offering constitutes a suitable investment for such a potential Investor or that the potential Investors' Subscription will be accepted by the Company. The Company may, in fact, modify such requirements as circumstances dictate. All Subscription Agreements submitted by potential Investors will be carefully reviewed by the Company to determine the suitability of the potential Investor in this Offering. The Company may, in its sole discretion, refuse a Subscription in this Offering to any potential Investor who does not meet the applicable Investor Suitability Requirements or who otherwise appears to be an unsuitable Investor in this Offering. The Company will not necessarily review or accept a Subscription Agreement in the sequential order in which it is received. The Company also has the discretion to maximize the number of Accredited Investors in this Offering and, as a result, may accept less than thirty-five (35) Non-accredited Investors in this Offering.

16. LITIGATION

The Company and its Principals have no lawsuits pending, no legal actions pending or judgments entered against the Company or its Principals and, to the best knowledge of the Company, no legal actions are contemplated against the Company and/or its Principals.

17. ADDITIONAL INFORMATION

Reference materials described in this Private Offering Memorandum are available for inspection at the office of the company during normal business hours. It is the intention of the Company that all potential Investors are given full access to such information for their consideration in determining whether to purchase the Notes being offered. Prospective Investors should contact the Company for access to information regarding the matters set forth or other information concerning the Company. Representatives of the Company will also answer all inquiries from potential Investors concerning the Company and any matters relating to its proposed operations or present activities. The Company will afford potential Investors and their representatives the opportunity to obtain any additional information reasonably necessary to verify the accuracy or the source of any representations or information contained in this Private Offering Memorandum. All contracts entered into by the Company are subject to modifications and the Company may make any changes in any such contracts as deemed appropriate in its best discretion. Such recent amendments may not be circulated to Subscribers prior to the time of closing this Offering. However, potential Investors and their representatives may review such material or make inquiry of the Company concerning any of these and any other matters of interest.

18. FORECASTS OF FUTURE OPERATING RESULTS

Any forecasts and proforma financial information which may be furnished by the Company to prospective Investors or which are part of the Company's business plan, are for illustrative purposes only and are based upon assumptions made by Management regarding hypothetical future events. There is no assurance that actual events will correspond with the assumptions or that factors beyond the control of the Company will not affect the assumptions and adversely affect the illustrative value and conclusions of any forecasts.

19. GLOSSARY OF TERMS

The following terms used in this Memorandum shall (unless the context otherwise requires) have the following respective meanings:

ACCEPTANCE. The acceptance by the Company of a prospective investor's subscription.

ACCREDITED INVESTORS. Those investors who meet the criteria set forth in "INVESTOR SUITABILITY REQUIREMENTS."

BROKER-DEALER. A person or firm licensed with the NASD, the SEC and with the securities or corporate commissions department of the state in which it sells investment securities and who may employ licensed agents for that purpose.

COMPANY. Refers to **TRI-CORE COMPANIES, LLC**, an Arizona Limited Liability Company.

NATIONAL ASSOCIATION OF SECURITIES DEALERS, INC. (NASD). A self-regulating body which licenses brokers and dealers handling securities offerings, reviews the terms of an offering's underwriting arrangements and advertising literature and, while not a governmental agency, acts as a review service watchdog to make sure that its regulations and those of the SEC are followed for the Investor's protection in offerings of securities.

NOTES. A Five Thousand (\$5,000) Dollar investment consisting of one (1) Promissory Note issued by **TRI-CORE COMPANIES, LLC**, an Arizona Limited Liability Company.

SECURITIES ACT OF 1933. A federal act regulated and enforced by the SEC that requires, among other things, the registration and use of a prospectus whenever a security is sold (unless the security or the manner of the Offering is expressly exempt from such registration process).

SECURITIES EXCHANGE ACT OF 1934. A federal act regulated and enforced by the SEC which supplements the Securities Act of 1933 and contains requirements which were designed to protect investors and to regulate the trading (secondary market) of securities. Such regulations require, among other things, the use of prescribed proxy statements when investors' votes are solicited; the disclosure of management and large shareholders' holding of securities; controls on the resale of such securities; and periodic (monthly, quarterly, annually) filing with the SEC of financial and disclosure reports of the Issuer.

SECURITIES AND EXCHANGE COMMISSION (SEC). An independent United States government regulatory and enforcement agency which supervises investment trading activities and registers companies and those securities which fall under its jurisdiction. The SEC also administers statutes to enforce disclosure requirements that were designed to protect investors in securities offerings.

SUBSCRIPTION DOCUMENTS. Consists of the Note, Subscription Agreement, Investor Questionnaire, and a check as payment for the Note(s) to be purchased submitted by each prospective Investor to the Company.

TERMINATION DATE. The earlier to occur of the date on which all Notes are sold or February 1, 2010.

20. ACKNOWLEDGEMENT

By signing below, the undersigned acknowledges that he/she has read and understood this entire Private Placement Memorandum.

Harry C. Wong
Signature

3/3/08
Date

Harry C. Wong
Print Name

EXHIBIT A
SUBSCRIPTION AGREEMENT

A1

ACC010945
FILE #8337

Print Name of Subscriber: Harry C. Wong

Amount Loaned: \$200,000.00

Number of Notes: Forty (40)

Tri-Core Companies, LLC

SUBSCRIPTION DOCUMENTS

**OFFERING OF A MAXIMUM OF SEVEN HUNDRED (700) SECURED PROMISSORY
NOTES**

FIVE THOUSAND (\$5,000) DOLLARS PER NOTE

February 1, 2008

SUBSCRIPTION INSTRUCTIONS
(Please read carefully)

Each subscriber for the Secured Promissory Notes, Five Thousand (\$5,000) Dollars per Note (the "Notes") of Tri-Core Companies, LLC, an Arizona Limited Liability Company ("the Company"), must complete and execute the Subscription Documents in accordance with the instructions set forth below. The completed documents should be sent to Tri-Core Companies, LLC, 8840 E. Chaparral Road, Suite 150, Scottsdale, AZ 85250.

Payment for the Securities should be made by check payable to the Company and enclosed with the documents as directed in Section III below.

I. These Subscription Documents contain all of the materials necessary for you to purchase the Notes. This material is arranged in the following order:

- Subscription Agreement
- Promissory Note
- Confidential Prospective Purchaser's Questionnaire

II. All investors must complete in detail, date, initial, and sign the Subscription Documents where appropriate. All applicable sections must be filled in.

III. Payment for the Notes must be made by check as provided below:

Please make your check payable, in the appropriate amount, for the number of Notes purchased (at Five Thousand (\$5,000) per Note), to **Tri-Core Companies, LLC**. Your check should be enclosed with your signed subscription documents.

All funds received from subscribers will be placed in a segregated Holding Account of the Company. Once the minimum offering amount has been reached the funds will be transferred to the Company's operating account and will be available for use.

IV **SPECIAL INSTRUCTIONS**

FOR CORPORATIONS. Include copy of Board resolution designating the corporate officer authorized to sign on behalf of the corporation, a Board resolution authorizing the investment, and financial statements.

FOR PARTNERSHIPS. Provide a complete copy of the partnership agreement, questionnaire, and financial statements for each General Partner.

FOR TRUSTS. Provide a complete copy of the instruments or agreements creating the trust, as amended to date.

Print Name of Subscriber: Harry C. Wong

Amount Loaned: \$200,000.00

Number of Notes: Forty (40)

Subscription Agreement

To: Tri-Core Companies, LLC
8840 E. Chaparral Road - Suite 150
Scottsdale, AZ 85250

Gentlemen:

1. Subscription. The undersigned hereby subscribes for **Forty (40)** Notes of Tri-Core Companies, LLC (the "Company"), an Arizona Limited Liability Company, and agrees to loan to the Company Five Thousand (\$5,000) Dollars per Note for an aggregate loan of **\$200,000.00** (the "Loan Amount") upon the terms and subject to the conditions (a) set forth herein, and (b) described in the Confidential Private Placement Memorandum ("Private Placement Memorandum") dated February 1, 2008, together with all exhibits thereto and materials included therewith, and all supplements, if any, related to this offering. The minimum loan is Five Thousand (\$5,000) Dollars, but the Company has the discretion to offer fractional Notes for loans less than the minimum.

2. Note Offering. The Company is offering a maximum of Seven Hundred (700) Notes at Five Thousand (\$5,000) Dollars per Note, with a minimum subscription of one (1) Note (the "Offering"). The maximum aggregate loan to the Company from this Offering will be Three Million Five Hundred Thousand (\$3,500,000) Dollars. The Offering is being made to a limited number of investors pursuant to an exemption available under the Securities Act of 1933 (the "Act"), specifically Rule 506 promulgated under Regulation D, and under certain other laws, including the securities law of certain states.

3. Documents to Be Delivered. The undersigned is delivering to the Company executed copies of this Subscription Agreement (the "Agreement"), the Note(s), Offeree Questionnaire, and all other applicable exhibits and documents (the "Subscription Documents"). The Subscription Documents should be delivered to Tri-Core Companies, LLC, at 8840 E. Chaparral Road, Suite 150, Scottsdale, AZ 85250. The undersigned understands and agrees that he or it will not become a "Holder" of the Note(s) and the Company shall not become a "Maker" of the Note(s) unless and until the Agreement and Note(s) are executed by the Company.

4. Making of Loan Amount. The undersigned, simultaneously with the delivery of the Subscription Documents to the Company, hereby tenders to the Company the Loan Amount by check made payable to the order of Tri-Core Companies, LLC in the amount indicated above.

5. Acceptance or Rejection of Subscription. The undersigned understands and agrees that the Company reserves the right, exercisable in its sole discretion, to accept or reject any subscription, in whole or in part, for any reason and that the undersigned will be notified by the Company as promptly as practicable as to whether his or its subscription has been accepted or rejected. If the undersigned's subscription is accepted, in whole or in part, by the Company, the Company will execute this Agreement and the Note(s) and return them to the undersigned. If this subscription is rejected by the Company, either in whole or in part, all funds, in the case of a rejection of the subscription in whole, or those funds representing the amount of the subscription not accepted by the Company, in the case of a rejection of the subscription in part, will be returned to the undersigned as promptly as practicable. If this subscription is rejected in whole by the Company, this Agreement shall be null, void and of no effect. The undersigned does not have the right to withdraw or revoke his or its subscription during the Offering period, except as provided by certain state laws, except that if more than thirty (30) days shall have passed from the date the Company received completed and executed Subscription Documents and the Loan Amount from the undersigned (the "Acceptance Period"), and the Company has not accepted the subscription during the Acceptance Period, the undersigned may withdraw his or its subscription at any time after the Acceptance Period up until such time that the Company subsequently decides, in its sole discretion, to accept the subscription in whole or in part.

6. Offering Period. The Company may close in whole or in part or terminate this Offering under any of the following conditions:

1. Upon receipt of the maximum offering subscription amount of Three Million Five Hundred Thousand (\$3,500,000) Dollars
2. Notwithstanding the above, this offer shall terminate one (1) year from the date of this Private Placement Memorandum; or on such later date not exceeding thirty (30) days thereafter to which the Company, in its sole discretion, may extend this Offering.

7. Closing of the Loan. The Note(s) subscribed for herein shall not be deemed made by the Company or held by the undersigned until this Agreement and the Note(s) have been countersigned by the Company, and until the funds delivered by the undersigned to the Company with the Subscription Documents have been deposited in the Holding Account and have been cleared by the applicable bank of the Company (the "Effective Date"). Upon the Effective Date, (a) the undersigned shall have loaned to the Company the Loan Amount, (b) the undersigned shall become the Holder and the Company shall become the Maker of the Note(s) subscribed for by the undersigned, and (c) both the undersigned and the Company shall be bound by the terms of the Private Placement Memorandum and the Subscription Documents and any other undertakings described herein.

8. Representations and Warranties.

- (a) The Company hereby represents and warrants as follows:

(i) The Company is a Limited Liability Company duly organized, validly existing and in good standing under the laws of the State of Arizona and has the requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now being conducted;

(ii) This Agreement constitutes the valid and binding obligation of the Company enforceable against the Company in accordance with its terms (except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or similar laws from time to time in effect which affect creditor's rights generally and by legal and equitable limitations on the availability of specific performance and other equitable remedies under or by virtue of this Agreement). The Company has all requisite power and authority, corporate and other, to execute and deliver this Agreement and the Note(s) and to consummate the transactions contemplated hereby. All persons who have executed this Agreement and the Note(s) on behalf of the Company have been duly authorized to do so by all necessary corporate action. Neither the execution and delivery of this Agreement and the Note(s) nor the consummation of the transactions contemplated hereby will (A) violate any provision of the Certificate of Incorporation or Operating Agreement of the Company, as currently in effect; (B) violate any judgment, order, injunction, decree or award against, or binding upon, the Company or the securities, assets, properties, operations or business of the Company; or (C) violate any law or regulation applicable to the Company or to the securities, assets, properties, operations or business of the Company.

(b) In order to induce the Company to accept the subscription made hereby, the undersigned hereby represents and warrants to the Company as follows:

(i) The undersigned has received the Private Placement Memorandum and the Subscription Documents. The undersigned has read and understands the Private Placement Memorandum and Subscription Documents and the information contained in those documents concerning the Company and this Offering or has caused his or its representative to read and examine the Private Placement Memorandum and Subscription Documents. The undersigned has relied only on the information about the Company contained in these documents and his or its own independent investigation in making his or its subscription. The undersigned understands that the Notes will be issued with the rights and subject to the conditions described in the Private Placement Memorandum and Subscription Documents;

(ii) The undersigned is familiar with the terms and conditions of the Offering and is aware that his or its investment involves a

degree of risk and the undersigned has read the section in the Private Placement Memorandum titled "Risk Factors."

(iii) The undersigned hereby specifically accepts and adopts each and every provision of this Agreement and acknowledges and agrees with each and every provision of this Agreement and, upon acceptance by the Company of the subscription made hereby, agrees to be bound by such provisions.

(iv) The undersigned acknowledges and is aware that there is no assurance as to the future performance of the Company.

(v) The undersigned, if an individual (A) has reached the age of majority in the state in which he resides and (B) is a bona fide resident and domiciliary (not a temporary or transient resident) of the state set forth below his signature on the signature page hereof and has no present intention of becoming a resident of any other state or jurisdiction. The undersigned, if a partnership, corporation, limited liability company, trust or other entity, was organized or incorporated under the laws of the jurisdiction set forth below the signature made on its behalf on the signature page hereof and has no present intention of altering the jurisdiction of its organization, formation or incorporation.

(vi) The undersigned has the financial ability to bear the economic risk of an investment in the Offering, has adequate means of providing for his or its current needs and personal contingencies, has no need for liquidity in the Note(s) and could afford a complete loss of his or its investment in the Offering.

(vii) The undersigned represents and warrants to the Company that he or it comes within one of the categories of investors as defined in Exhibit 1 hereto (*please indicate by providing your initials next to the appropriate category in which the undersigned is included, and if the undersigned is an Accredited Investor, check the appropriate category of Accredited Investors in which the undersigned is an entity*).

(viii) The undersigned has been given the opportunity to review the merits of an investment in the Offering with tax and legal counsel or with an investment advisor to the extent the undersigned deemed advisable.

(ix) The undersigned's overall commitment to invest in the Note(s), which are not readily marketable, is not disproportionate to his or its net worth and his or its investment in the Offering will not cause such overall commitment to become excessive.

(x) The undersigned has such knowledge and experience in financial and business matters that he or it is capable of evaluating the merits and risks of an investment in the Offering.

(xi) The undersigned has been given a full opportunity to ask questions of and to receive (A) answers from the Company and its Managers concerning the terms and conditions of this Offering and the business of the Company and (B) such other information as he or it desired in order to evaluate an investment in the Offering, and all such questions have been answered to the full satisfaction of the undersigned. No oral or written representations have been made or oral or written information furnished to the undersigned or the undersigned's advisors in connection with the Offering or interests that were in any way inconsistent with this Subscription Agreement. The undersigned is not participating in the Offering as a result of or subsequent to: (1) any advertisement, article, notice or other communication published in any newspaper, magazine or similar media or broadcast over television, radio or the internet or (2) any seminar or meeting whose attendees have been invited by any general solicitation or general advertising.

(xii) If the undersigned is a corporation, limited liability company, partnership, trust or other entity, it is authorized and qualified to make this loan to the Company and the person signing this Agreement on behalf of such entity has been duly authorized by such entity to do so.

(xiii) If the undersigned is a corporation, limited liability company or partnership, the person signing this Agreement on its behalf hereby represents and warrants that the information contained in this Agreement completed by any shareholders of such corporation, members of such limited liability company or partners of such partnership is true and correct with respect to such shareholder, member or partner (and if any such shareholder is itself a corporation, limited liability company or partnership, with respect to all persons having an equity interest in such corporation, limited liability company or partnership, whether directly or indirectly) and that the person signing this Agreement has made due inquiry to determine the truthfulness and accuracy of the information contained in this Agreement.

(xiv) The purchase of the Note(s) by the undersigned has been duly authorized, and the execution, delivery and performance of this Agreement does not conflict with the undersigned's partnership agreement, certificate of incorporation, by-laws, articles of organization, operating agreement or any agreement to which the undersigned is a party and this Agreement is a valid and binding agreement enforceable against the undersigned in accordance with its terms.

(xv) The undersigned hereby represents that he or it is subscribing for the Notes as principal or as trustee, solely for the account of the undersigned, for investment purposes only and not with a view to, or for, subdivision, resale, distribution, or fractionalization thereof, in whole or in part, or for the account, in whole or in part, of others, and, except as disclosed herein, no other person has a direct or indirect beneficial interest in the Note(s). The undersigned will hold the Note(s) as an investment and has no reason to anticipate any change in circumstances or other particular occasion or event, which would cause the undersigned to attempt to sell any of the Note(s).

(xvi) The undersigned acknowledges his or its understanding that (A) the Offering of the Note(s) by the Company has not been registered under the Act, as amended, or the securities laws of certain states in reliance on specific exemptions from registration, (B) the Confidential Memorandum and Subscription Documents have not been filed with or reviewed by the Securities and Exchange Commission or the securities department of any state and no securities administrator of any state or the federal government has recommended or endorsed this Offering or made any finding or determination relating to the fairness of an investment in the Company, and (C) the Offering of the Note(s) by the Company is intended to be exempt from registration pursuant to Section 4 (2) of the Act and the rules promulgated thereunder by the Securities and Exchange Commission, and that the undersigned's Note(s) cannot be sold, pledged, assigned or otherwise disposed of unless they are registered under the Act or an exemption from such registration is available.

(xvii) The undersigned represents and warrants that he or it will not transfer or convey all or part of his or its financial interest in the Note(s) unless such Note(s) are subsequently registered under the Act, or an exemption from such registration is available and without (A) the prior written consent of the Company and (B) an opinion of counsel acceptable to the Company and its counsel to the effect that the Note(s) may be transferred without violation of the registration requirements of the Act or any applicable state securities laws, as may be amended from time to time. The undersigned further acknowledges that there can be no assurance that the Company will file any registration statement for the Note(s) for which the undersigned is subscribing, that such registration statement, if filed, will be declared effective or, if declared effective, that the Company will be able to keep it effective until the undersigned sells the Note(s) registered thereon.

(xviii) The undersigned understands that this Agreement is subject to the Company's acceptance and may be rejected by the Company at any time in its sole discretion in whole or any part

prior to issuance of the Note(s) with respect to the undersigned's subscription, notwithstanding prior receipt by the undersigned of notice of acceptance of the undersigned's subscription. The Company reserves the right to withdraw the Offering at any time.

(xix) The undersigned acknowledges that this Agreement shall become binding upon the undersigned when it is countersigned by the Company and the undersigned is not entitled to cancel, terminate, or revoke this subscription before or after acceptance by the Company, except as otherwise provided in this Agreement.

(xx) All information provided by the undersigned in the Investor Questionnaire and Investor Representative Questionnaire (if applicable) which accompanies this Agreement is true and accurate in all respects, and the undersigned acknowledges that the Company will be relying on such information to its possible detriment in deciding whether the Company can make these Note(s) to the undersigned without giving rise to the loss of an exemption from registration under the applicable securities laws.

9. Foreign Person. If the undersigned has indicated on the signature page of this Agreement that he, she or it is a foreign person, he, she, or it agrees to notify the Company in writing within sixty (60) days of becoming a nonresident alien, foreign corporation, foreign partnership, foreign trust, foreign estate, or other foreign entity, as the case may be.

10. Indemnity. The undersigned agrees to indemnify and hold harmless the Company, its managers, members, agents, attorneys and affiliates and each other person, if any, who controls any thereof, within the meaning of Section 15 of the Act, against any and all loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all expenses reasonably incurred in investigating, preparing or defending against any litigation commenced or threatened or any claim whatsoever) arising out of or based upon any false representation or warranty or breach or failure by the undersigned to comply with any covenant or agreement made by the undersigned herein or in this Agreement or in any other document furnished by the undersigned to any of the foregoing in connection with this transaction.

11. Notice. All notices in connection with this Agreement shall be in writing and personally delivered or delivered via overnight mail, with written receipt therefore, or sent by certified mail, return receipt requested, to each of the parties hereto at their addresses set forth above (or such other address as may hereafter be designated by either party in writing in accordance with this Section 11) with a copy, in the case of notice to the Company, to Tri-Core Companies, LLC, at 8840 E. Chaparral Road, Suite 150, Scottsdale, AZ 85250. Such notice shall be effective upon personal or overnight delivery or five (5) days after mailing by certified mail.

12. Miscellaneous.

(a) This Agreement is not assignable by the undersigned. This Agreement shall be binding upon and shall inure to the benefit of the parties, their successors and, subject to the above limitation, their assigns, and shall not be enforceable by any third party.

(b) This Agreement shall be deemed to have been made in the State of Arizona and any and all performance hereunder, or breach thereof, shall be interpreted and construed pursuant to the laws of the State of Arizona without regard to conflict of laws rules applied in State of Arizona. The parties hereto hereby consent to personal jurisdiction and venue exclusively in the State of Arizona with respect to any action or proceeding brought with respect to this Agreement.

(c) This Agreement contains all oral and written agreements, representations and arrangements between the parties with respect to its subject matter, and no representations or warranties are made or implied, except as specifically set forth herein. No modification, waiver, or amendment of any of the provisions of this Agreement shall be effective unless in writing and signed by both parties to this Agreement.

(d) No waiver of any breach of any terms of this Agreement shall be effective unless made in writing signed by the party against whom enforcement of the waiver is sought, and no such waiver shall be construed as a waiver of any subsequent breach of that term or of any other term of the same or different nature.

(e) If any provision or portion of this Agreement or the application thereof to any person or party or circumstances shall be invalid or unenforceable under applicable law, such event shall not affect, impair, or render invalid or unenforceable the remainder of this Agreement.

(f) Each of the parties hereto shall cooperate and take such actions, and execute such other documents, at the execution hereof or subsequently, as may be reasonably requested by the other in order to carry out the provisions and purposes of this Agreement.

IN WITNESS WHEREOF, the undersigned, by his or its execution hereof, agrees to be bound by this Agreement.

Executed this 3rd day of March, 2008, at Scottsdale (City), Arizona (State).

If the Investor is an INDIVIDUAL, complete the following:

The undersigned (circle one): **[is]** **[is not]** a citizen or resident of the United States.

Print Name of Individual

Print Name of Spouse / Co-Investor
*(if Funds are to be invested in Joint Name
or are Community Property)*

Print Social Security Number of Individual

**Print Social Security Number of Spouse
or Co-Investor**
*(if Funds are to be Invested in Joint Name
or are Community Property)*

Signature of Individual

Signature of Spouse / Co-Investor
*(if Funds are to be Invested in Joint Name
or are Community Property)*

Print Residential Address:

Print Residential Telephone Number:

If the investor is **PARTNERSHIP, CORPORATION, TRUST OR OTHER ENTITY**, complete the following:

The undersigned (circle one) [**is**] [~~is not~~] a foreign partnership, foreign corporation, trust or foreign estate (as defined in the Internal Revenue Code of 1986, as amended, and the treasury regulations promulgated there under).

PENSCO Trust Company Custodian
FBO Harry C. Wong IRA #WO1FV

**Print Name of Partnership, Corporation,
Trust, or Other Business Entity**

Harry C. Wong
Signature of Authorized Representative

Harry C. Wong

Print Name of Authorized Representative

N/A

Print Federal Tax Identification Number

San Francisco, CA
Print Location of Entity

Account Holder

Print Title of Authorized Representative

Print Residential Address of Investor:

[REDACTED]
[REDACTED], AZ [REDACTED]

Print Residential Telephone Number:

[REDACTED]

ACCEPTANCE

The terms of the foregoing, including the subscription described therein, are agreed to and accepted on this 3rd day of March, 2008.

TRI-CORE COMPANIES, LLC

By: [Signature]
Jason Todd Mogler - President

By: [Signature]
Jim Hinkeldey - Vice-President

EXHIBIT 1
INVESTOR STATUS

(Please indicate by providing your initials next to the appropriate category in which the undersigned is included, and if the undersigned is an Accredited Investor, check the appropriate category of Accredited Investors in which the undersigned is an entity).

initials

A. **"Nonaccredited Investor"**. The undersigned does not meet the definition of an "Accredited Investor" as defined herein below;

 AW
initials

B. **"Accredited Investor"**. The undersigned is an Accredited Investor as defined below (*check applicable box*):

☒ 1. Any natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase exceeds One Million (\$1,000,000) Dollars;

☐ 2. Any natural person who had an individual income in excess of Two Hundred Thousand (\$200,000) Dollars in each of the two most recent years, or joint income with that person's spouse in excess of Three Hundred Thousand (\$300,000) Dollars in each of those years and has a reasonable expectation of reaching the same income level in the current year;

☐ 3. Any bank as defined in Section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act, whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934; any insurance company as defined in Section 2(a)(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company, as defined in Section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U. S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions, for the benefits of its employees if such plan has total assets in excess of Five Million (\$5,000,000) Dollars; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, (as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company or registered investment adviser) or if the employee benefit plan has total assets in excess of Five Million (\$5,000,000) Dollars if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

☐ 4. Any private business development company (as defined in Section 202(a)(22) of the Investment Advisers Act of 1940);

☐5. Any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered with total assets in excess of Five Million (\$5,000,000) Dollars;

☐6. Any director, executive officer or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;

☐7. Any trust, with total assets in excess of Five Million (\$5,000,000) Dollars, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii); and

☐8.* Any entity in which all of the equity owners are Accredited Investors.

NOTE: Entities (a) which are formed for the purpose of investing in the Company, or (b) the equity owners of which have contributed additional capital for the purpose of investing in the Company, shall be "looked through" and each equity owner must meet the definition of an accredited investor in any of paragraphs 1, 2, 3, 4, 5, 6 or 7 above and will be treated as a separate subscriber who must meet all suitability requirements.

* If this box is checked, please indicate on a separate schedule to be attached hereto, the category of Accredited Investor in which each equity owner of such entity is included.

EXHIBIT B
PROMISSORY NOTE

B1

ACC010960
FILE #8337

EXHIBIT B

PROMISSORY NOTE

THIS NOTE HAS BEEN MADE FOR INVESTMENT PURPOSES ONLY AND NOT WITH A VIEW TO OR FOR SALE IN CONNECTION WITH THE DISTRIBUTION THEREOF AND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"). THIS NOTE MAY NOT BE SOLD, TRANSFERRED, OR ASSIGNED ("TRANSFER") UNLESS IT IS SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE AND THE MAKER CONSENTS IN WRITING TO SUCH TRANSFER.

Tri-Core Business Development, LLC, an Arizona Limited Liability Company, with offices at 8840 E. Chaparral Road, Suite 150, Scottsdale, AZ 85250 (the "Maker"), for value received, promises to pay to the Individual and/or legal entity designated in this Note as the "HOLDER," the principal sum of **Two Hundred Thousand Dollars** with a rate of return of eighty percent (80%), compounded annually. Interest shall be due and payable at maturity and based on the commencement date of the Note. The entire Principal shall be due and payable to the Holder no later than twenty-four (24) months from the Commencement Date. Maker may at any time or from time to time make a voluntary prepayment, whether in full or in part, of this Note, without premium or penalty.

1. NOTES

This Note in the principal amount of Five Thousand (\$5,000) Dollars per Note, or any fractional amounts, is offered for sale by the Maker, pursuant to that certain "Private Placement Memorandum" dated February 1, 2008. The Note shall be senior debt of the Maker and secured by the property.

2. EVENTS OF DEFAULT

A default shall be defined as one or more of the following events ("Event of Default") occurring and continuing:

- (a) The Maker shall fail to pay any interest payment on this Note when due for a period of thirty (30) days after notice of such default has been sent by the Holder to the Maker.
- (b) The Maker shall dissolve or terminate the existence of the Maker.
- (c) The Maker shall file a petition in bankruptcy, make an assignment for the benefit of its creditors, or consent to or acquiesce in the appointment of a receiver for all or substantially all of its property, or a petition for the appointment of a receiver shall be filed against the Maker and remain unstayed for at least ninety (90) days.

Upon the occurrence of an Event of Default, the Holder of this Note may, by written notice to the Maker, declare the unpaid principal amount and all accrued interest of the Note immediately due and payable.

3. SECURITY FOR PAYMENT OF THE NOTE(S)

The Note(s) offered by the MAKER are secured by future land purchase.

4. COMMENCEMENT DATE OF THE NOTE

The Commencement Date of the Note shall be the "Effective Date," as defined in that certain "Subscription Agreement" attached as Exhibit A to the Private Placement Memorandum.

5. STATUS OF HOLDER

The Maker may treat the Holder of this Note as the absolute owner of this Note for the purpose of making payments of principal or interest and for all other purposes, and shall not be affected by any notice to the contrary, unless the Maker so consents in writing.

6. SECURITIES ACT RESTRICTIONS

This Note has not been registered for sale under the Act. This Note may not be sold, offered for sale, pledged, assigned or otherwise disposed of, unless certain conditions are satisfied, as more fully set forth in the Subscription Agreement.

7. ATTORNEYS' FEES

The prevailing party in an action to enforce this Note shall be entitled to reasonable attorneys' fees, costs, and collection expense.

8. MISCELLANEOUS.

(a) **Successors and Assigns.** The Holder may not assign, transfer, or sell this Note to any party without the express written consent of the Maker. This Note shall be binding upon and shall inure to the benefit of the parties, their successors and, subject to the above limitation, their assigns, and shall not be enforceable by any third party.

(b) **Entire Agreement.** This Note contains all oral and written agreements, representations and arrangements between the parties with respect to its subject matter, and no representations or warranties are made or implied, except as specifically set forth herein. No modification, waiver, or amendment of any of the provisions of this Note shall be effective unless in writing and signed by both parties to this Note.

(c) **Notices.** All notices in connection with this Note shall be in writing and personally delivered or delivered via overnight mail, with written receipt thereof,

or sent by certified mail, return receipt requested, to each of the parties hereto at their addresses set forth above (or such other address as may hereafter be designated by either party in writing in accordance with this Section 8) with a copy to Tri-Core Business Development, LLC, 8840 E. Chaparral Road, Suite 150, Scottsdale, AZ 85250. Such notice shall be effective upon personal or overnight delivery or five (5) days after mailing by certified mail.

(d) **Section Headings.** The headings of the various sections of the Note have been inserted as a matter of convenience for reference only and shall be of no legal effect.

(e) **Severability.** If any provision or portion of this Note or the application thereof to any person or party or circumstances shall be invalid or unenforceable under applicable law, such event shall not affect, impair, or render invalid or unenforceable the remainder of this Note.

(f) **Applicable Law.** This Note shall be deemed to have been made in the State of Arizona, and any and all performance hereunder, or breach thereof, shall be interpreted and construed pursuant to the laws of the State of Arizona without regard to conflict of laws rules applied in the State of Arizona. The parties hereto hereby consent to personal jurisdiction and venue exclusively in the State of Arizona with respect to any action or proceeding brought with respect to this Note.

Maker:

Tri-Core Business Development, LLC,
An Arizona Company
8840 E. Chaparral Road - Suite 150
Scottsdale, AZ 85250

Holder:

PENSCO Trust Company Custodian
FBO Harry C. Wong IRA #WO1FV
[REDACTED]
[REDACTED] CA [REDACTED]

Jason Todd Mogler - President

Print Name

[Signature] 03/03/08
Signature & Date

Harry C. Wong

Print Name

[Signature] 3-3-08
Signature & Date

EXHIBIT C

Tri-Core Companies, LLC

Investor Suitability Questionnaire

To: Prospective purchasers of Promissory Notes (the "Notes") offered by Tri-Core Companies, LLC (the "Company").

The Purpose of this Questionnaire is to solicit certain information regarding your financial status to determine whether you are an "Accredited Investor," as defined under applicable federal and state securities laws, and otherwise meet the suitability criteria established by the Company for purchasing Notes. ***This questionnaire is not an offer to sell securities.***

Your answers will be kept as confidential as possible. You agree, however, that this Questionnaire may be shown to such persons as the Company deems appropriate to determine your eligibility as an Accredited Investor or to ascertain your general suitability for investing in the Notes.

Please answer all questions completely and execute the signature page

A. Personal

1. Full Name: _____

2. Address of Principal Residence: _____

County: _____

3. Residential Telephone Number : (____) _____

4. Where are you registered to vote (County & State)? _____

5. Your driver's license is issued by the following state: _____

6. Other Residences or Contacts: *Please identify any other state where you own a residence, are registered to vote, pay income taxes, hold a driver's license, or have any other contacts, and describe your connection with such state:*

7. Please send all correspondence to:

(1) _____ Residential Address [as set forth in item A-2]

(2) _____ Business Address [as set forth in item B-1(a)]

8. Date of Birth: _____
9. Country of Citizenship: _____
10. Social Security Number or Tax I.D. Number: _____
11. E-Mail Address: _____

B. Occupations and Income

1. Occupation: _____
- (a) Business Address: _____
- _____
- (b) Business Telephone Number: (_____) _____
2. Gross income during each of the last two years exceeded:
- (1) _____ \$25,000 (3) _____ \$50,000
- (2) _____ \$100,000 (4) _____ \$200,000
3. Joint gross income with spouse during each of the last two years exceeded \$300,000.
- (1) _____ Yes (2) _____ No (3) _____ Not Applicable
4. Estimated gross income during current year exceeds:
- (1) _____ \$25,000 (3) _____ \$50,000
- (2) _____ \$100,000 (4) _____ \$200,000
5. Estimated joint gross income with spouse during current year exceeds \$300,000.
- (1) _____ Yes (2) _____ No (3) _____ Not Applicable

C. Net Worth

1. Current net worth or joint net worth with spouse (note that "net worth" includes all of the assets owned by you and your spouse in excess of total liabilities, including the fair market value, less any mortgage, of your principal residence.)

- (1) _____ \$50,000-\$100,000 (2) _____ \$100,000-\$250,000 (3) _____ \$250,000-\$500,000
- (4) _____ \$500,000-\$750,000 (5) _____ \$750,000-\$1,000,000 (6) _____ over \$1,000,000

2. Current value of liquid assets (cash, freely marketable securities, cash surrender value of life insurance policies, and other items easily convertible into cash) is sufficient to provide for current needs and possible personal contingencies:

(1)____Yes

(2)____No

D. Affiliation with the Company

Are you a director or executive officer of the Company?

(1)____Yes

(2)____No

E. Investment Percentage of Net Worth

If you expect to invest at least \$100,000 in Notes, does your total purchase price exceed 10% of your net worth at the time of sale, or joint net worth with your spouse?

(1)____Yes

(2)____No

(3)____Not Applicable

F. Consistent Investment Strategy

Is this investment consistent with your overall investment strategy?

(1)____Yes

(2)____No

G. Prospective Investor's Representations

The information contained in this Questionnaire is true and complete, and the undersigned understands that the Company and its counsel will rely on such information for the purpose of complying with all applicable securities laws as discussed above. The undersigned agrees to notify the Company promptly of any change in the foregoing information which may occur prior to any purchase by the undersigned of securities from the Company.

Prospective Investor(s):

Signature

Date: _____

Signature *(of spouse or co-investor, if purchase is to be made as joint tenants or as tenants in common)*

Date: _____

EXHIBIT D

TRI-CORE COMPANIES, LLC BUSINESS PLAN

Mission Statement

The mission of Tri-Core Companies, LLC (the Company) is to purchase raw virgin beach front land on the Gulf of California (Sea of Cortez), Sonora, Mexico for either resale or for development.

The specific location the Company has concentrated on is generally between El Golfo de Santa Clara on the north and Puerto Peñasco (Rocky Point) on the south. This is a distance of about 80 miles and is being opened for development with the completion of the Coastal Highway that will make access by automobile to this virgin area easy for millions of visitors and buyers from the United States. The Company believes there will be a major increase in demand for property in this area with the completion of the highway. The highway is over four-fifths complete, and only a 15 mile portion of the center section remains to be completed which is scheduled for completion by Spring 2008.

If property is being purchased for resale, profitability will be generated by acquiring the virgin property and performing the following functions:

- Privatize the property, if necessary
- Create the preliminary plat plan
- Apply for and obtain the necessary permits and approvals from the several governmental agencies
- Submit the final plat plan for and obtain approval

If property is being purchased for development, the same steps noted above are still necessary. However, profitability would be further enhanced by:

- Completion of the infrastructure (roads, water, sewer, etc.)
- Selling individual lots or commercial parcels that would be ready for vertical construction
- Forming a joint venture with residential builders
- Forming a joint venture with a commercial builder
- Complete or partial build out by the company (depending on scenarios noted above)

The Company's choice for either scenario noted above will be influenced and driven by the market as demand for the area increases in direct correlation to the completion of the Coastal Highway.

Knowledge of the Marketplace

The Principals of the Company have been active in Mexican real estate for several years and consider the El Golfo/Rocky Point market one of the (if not the most) active markets in all of Mexico for development and potential upside investment.

Because of their experience and knowledge base, The El Golfo area was chosen for the Company's initial purchase due to its potential concentration and upside appreciation. Some of the driving factors that influenced this decision were:

- Its close proximity to the United States markets (one hour drive from the Border of US/Mexico)
- Its location on a beautiful, pristine, major body of water
- The quality of the sand beaches
- The scenic mountain views of the Baja Peninsula
- The opening of the area by the construction of the Coastal Highway from the US/Mexico border 300 miles to the south along the coast of the Sea of Cortez to Guaymas, Mexico, a major seaport
- The \$50 million dollar international airport under construction at Rocky Point that will accommodate all types of passenger planes. The first runway is to be completed in 2007 and the balance completed by 2009.
- Two state-of-the-art hospitals, Hospital of Peñasco and the IMMS Hospital are currently under construction and will serve the El Golfo/Rocky Point areas

The primary target market is Baby Boomers and younger persons from Southern California, Arizona, and Nevada as buyers of property for weekends and vacations due to the close proximity to these U.S. States. Another large market to be targeted is the "Snow Bird" buyer/users looking for a winter vacation location from all over the United States and Canada. Other markets include buyers/users living in Mexico, and investors looking to put money into an area that is being labeled "the Sonoran Riviera."

The Mexican and Sonoran Governments are dedicated to promoting the area as a major destination for both Americans and Canadians. This is evidenced by the millions of dollars of infrastructure being put in place by the United States and Mexican Governments. A prime example of this dedication is the Coastal Highway. This three hundred mile highway is being built at a cost in excess of \$200 million dollars and will connect the port city of Guaymas in Mexico with the US/Mexico border at San Luis Rio Colorado, south of Yuma, Arizona. The highway is two-thirds completed and will be finished in late 2007. This will make this whole area much more accessible for millions of Americans in Southern California, Arizona, and Nevada for weekends and vacations, as well as longer stays for all of the US and Canada.

La Escalera Nautical, or the "Nautical Ladder," is a widely known plan to encourage tourism by development along the Sea of Cortez by building a series of hotels, marinas, and tourist sites located within a one day sail of one another. Fonatur, the Mexican tourism development agency, initially projected 50,000 boats and one million visitors by 2014, with the vast majority from the United States.

The Property - Lot 5 Mechor Ocampo, El Golfo

After reviewing many properties in the area over the past 12 months, the site selection was narrowed to a large land parcel in an area known as El Golfo de Santa Clara, in the Municipality of San Luis Rio Colorado, Sonora, Mexico and is nestled along the beach of the Sea of Cortez. This large land parcel (Lot 5) has over 250 acres of land with over one mile (6,000+- feet) of beautiful sandy beach frontage with rolling dunes and wonderful views of the Sea of Cortez and the mountains on the other (Baja) side of the water. The northerly portion of the site is generally level with a small fore dune about 10 to 15 feet above the beach for excellent views and is an excellent area for water front and water view single family lots. The center portion of the site has the same desirable fore dune and has a low to medium high second dune for added views for multi-family and mixed use development behind the single family area. The southern portion of the site has a high ridge that extends almost to the beach and has spectacular views from both sides down the beaches and the Sea of Cortez with the greatest views from the very top. This area is excellent for a destination resort, mixed-use residential, and supports commercial use such as restaurants, hotels, and recreational facilities.

This land was selected for its excellent location and for the following and other reasons: The land is at the southern edge of El Golfo, approximately one hour south of the U.S./Mexico border crossing at San Luis. The entire waterfront area in this section of the Sea of Cortez is undergoing major development with the building of the Coastal Highway that will provide needed access from major metropolitan areas of the United States including Arizona, Nevada, and Southern California. A new major border crossing facility is also planned for San Luis to relieve congestion at the present in-town facility; this will increase the number of inspection lanes from five to sixteen and will decrease the time for crossing the border.

The Colorado River flows into the Sea of Cortez north of El Golfo and forms a large delta area. El Golfo is near the northern end of the Sea of Cortez and is well protected from adverse weather and as a result, the waters are generally calm. El Golfo is a picturesque fishing village with long wide sandy beaches. The fishermen launch their boats from the sandy beaches directly into the water. There is at present one paved road that ends at El Golfo. The Coastal Highway from San Luis will provide needed tourist access to El Golfo and other waterfront areas. The new Coastal Highway will continue southerly to Puerto Penasco (Rocky Point) and beyond to Guaymas. The section from San Luis to Rocky Point is scheduled to be operational by early 2008 and most sections are already paved and ready for use.

The Company has acquired the 250-acre plus Lot 5 land parcel and has designated the site the *El Golfo Beach Resort* and it is in the center point of this area. The subject property overlooks the Sea of Cortez from many vantage points as well as from the over one mile of beach frontage. The area has boating, fishing, off-roading, hiking, bird watching, and other water oriented activities. Vehicles can drive along the beaches of The Sea of Cortez. The area is a major boating and recreation area for Sonora, Mexico, Arizona, Nevada, Southern Utah, and especially Southern California. Much of the land adjacent to the Sea of Cortez is owned and controlled by the Federal

and State Governments for recreation and preservation with minimum land available for private development. The Sea of Cortez waterfront areas of the State of Sonora, including the subject area, have experienced a major increase in real estate values in the past 36 months and this trend is continuing.

Water Access Lot 5

El Golfo Beach Resort is to be located on Lot 5, a site fronting 6,000+/- feet on the Sea of Cortez to the south of the Town of El Golfo. Boats can be launched from the beaches. The beaches are all sand with driving allowed along the beaches. There is a large hill with a lighthouse, called "El Mochorro," at the top that is a well known and is about a ½-mile north of the subject property. The subject site has rolling sand dunes near the waterfront and is generally level toward the rear area. The site is well adapted for the launching of small boats.

The Proposed Development for Lot 5

This project is a proposed mixed-use development, including a gated single family development of 500+/- single family lots, several areas for multi-family development, and a planned destination resort with hotels, restaurants, and supporting commercial facilities. All of this fronts on and has wonderful views of the Sea of Cortez at the Town of El Golfo, in rapidly developing San Luis Rio Colorado, Sonora, Mexico. The property consists of 100+/- hectares (250+/- acres) of land on the multi-level site overlooking the scenic waterways of the Sea of Cortez to the west and with mountain views to the east. The property has over 2,000 meters (6,000+/- feet) of sandy beach frontage. There are beautiful scenic views up and down the sandy beaches on the Sea of Cortez (Gulf of California). The lots will range from 50 feet by 100 feet to lots well over an acre depending on location, views, and terrain. The prime lots will be on the beach for wonderful views and easy water and beach access and at the top of the large hill near the south end of the property for spectacular views along the beaches for miles in each direction. The development will provide all the amenities associated with a destination development.

The Development Plan

The development plan is to purchase the property for cash with reserves to complete the development. The property will be developed in total or a part may be sold and the balance of the site developed for single family lots. The value of the approved subdivision will be sufficient to secure a construction funds for the cost of the off-site improvements, infrastructure and the marketing of the sites. The development will be completed in phases and we will be in the position to sell the lots to a residential builder, or individually on a retail basis in the open market.

Supporting Land Sale Prices for Lot 5

There has been a major increase in interest in land acquisition in the area between El Golfo and Rocky Point since the construction of this section of the Coastal Highway began about 24 months ago. As the highway is nearing completion, there is a greater recent increase in activity, and that will continue to increase until and after the new road is completed. The greatest interest in buying by national and international groups for development and retail end buyers will be when the Coastal Highway will provide convenient access to land parcels currently only reachable by 4x4 vehicles. The road is completed to the rear of all of Mechor Ocampo but is not yet completed to Rocky Point.

The land where Lot 5 is located is a group of beach front parcels designated Mechor Ocampo and planned for tourism development. This section of beach front has 13 parcels varying in size up to 100+/- hectares with Lot 5 being the largest with the most frontage. Mechor Ocampo starts with Lot 1 in the Town of El Golfo and continues toward Rocky Point about six miles. Lot 3 (the largest section) with about 40 hectares or 100+/- acres is presently for sale for \$12.50 per square meter (\$1.25+/- per square foot). The present owner has held the property for many years and now wants to sell. The property is near Lot 5 and is smaller, but with less beach frontage than Lot 5. This owner, along with his sister, own Lot 10 in Mechor Ocampo and they have indicated that they have sold Lot 10 for \$6.00 per square meter (\$0.60+/- per square foot). Lot 10 is smaller and has less frontage than Lot 5 and is generally level with limited views except at the front of the property. According to the seller, this lower price is due to the location of the property further from development, the Town of El Golfo, and the less desirable terrain. Lot 9 in Mechor Ocampo is also for sale for \$12.37 per square meter (\$1.24+/- per square foot). This lot is very similar in size and terrain to Lot 10 discussed above. The Company has acquired Lot 5 for \$2.25 per square meter (\$0.23+/- per square foot), or well below the asking and sold prices in Mechor Ocampo. El Golfo is an area that is just starting to develop and therefore there have been few sales of beachfront and beach view lots in the El Golfo area. One starting development on 14 hectares in Lot 3 of Mechor Ocampo has sold eight beachfront lots (total only 12) for \$120,000 each without utilities or improvements. These have been sold to investors and potential users by private contact and without advertising. The asking prices for beach view lots in this subdivision range from \$45,000 to \$80,000, depending of the location. These lots are 50+/- feet by 100+/- feet. An overview of lot and land prices in Rocky Point is included in the Addenda. These prices dramatically point out the huge upside for land in El Golfo, compared to the more developed Rocky Point. But remember, El Golfo will be 45 minutes to one-hour closer to the United States/Mexico Border.

El Golfo/Rocky Point - General Economic and Area Information

The Colorado River forms the state line between Arizona, California, and Nevada, and continues southerly to the Sea of Cortez. Along its entire length, it is a major recreation/boating area for Arizona, Nevada, and Southern California in the spring & summer, and a perfect destination for "Snowbirds" in the winter creating a year around demand for the entire area.

Historically, neighboring Rocky Point has been a major recreational area for Phoenix and Tucson, Arizona. The drive time has been about three hours, making it a very easy weekend vacation spot. There have been many new high and mid-rise condominium units built near Rocky Point on Sandy Beach within the past few years, providing over 3,000 new units. These are well designed and constructed developments with many beach front amenities. These units generally have sold for \$300,000 to over \$1,500,000 and have been sold primarily to U.S. residents. El Golfo is about 25 miles north of Rocky Point by the shore line. However, historically there has been no connecting road. The new Coastal Highway will make the drive between El Golfo and Rocky Point less than 30 minutes and will make El Golfo closer to California, Western Arizona, and Nevada. This will dramatically change the access to the El Golfo area.

Development in El Golfo is coming and soon. Neighboring El Golfo developments include a proposed single-family development with a golf course fronting the beach neighboring the subject to the north. This proposed development is also planned to have a hotel near the beach and possibly a marina. The developer for this property is U.S.-based, and is reported to have both the financial and development capability to complete the project. El Golfo is a small, quiet community that is poised to undergo extensive real estate development with the completion of the Coastal Highway and the increased access to large U.S. markets that will then be within convenient driving distance. There are many resort areas of Mexico with extensive development taking place, however there are only limited areas on the water that have good driving access from the United States. The Coastal Highway will make the El Golfo/Rocky Point area even more accessible, with El Golfo being only one hour from the border at a new 16-lane crossing.

Short Term Business Goals

The Company will be dedicated solely to its purchase of Lot 5 of Mechor Ocampo and managing it for success. This includes the creation of a development plan, the development of marketing campaigns, and the pursuit of letters of intent for lot pre-sales.

As part of the short-term development plan, we will proceed to obtain an ALTA or equivalent land survey to proceed with a title insurance commitment, initial site studies, and engineering to plan for development and/or division of the property. In addition, we will proceed with the concession for the "Federal Zone" so that we may have exclusive use of the 20 meters controlled by the Mexican Government adjacent to the "high water mark." This is an important concession and we are proceeding forward. The other pre-development permit is for the ecology of the property and is an involved and extensive study. We have had the environmentalist we work with review Lot 5 on a preliminary basis and there are no apparent environmental concerns; however, the actual permit requires an expensive and time consuming study and approval process.

Other permits pertain to the water, electricity, and planned development. These are in conjunction with the Municipality of San Luis (the governing entity) and the several department and utilities.

Within this initial permit period, we will be preparing preliminary site plans to determine the highest and best use/layout of the Lot 5 property and frontage. We will also explore the various sales materials we intend to use, such as property informational brochures and media packages for the development. This pre-marketing focus will concentrate on our primary target markets of Southern California, Arizona, and Nevada, with exposure in the rest of the United States and Canada as we proceed further.

To further ensure success, the Company will continue to focus on the development of strong relationships with key property professionals (brokers, financial institutions, law firms, building contractors and suppliers, etc.). While we presently enjoy a good relationship with several governmental agencies, we will also be working quite diligently throughout the whole development process to further strengthen and expand our relationships with governmental agencies and political entities. Since we also understand and respect the Mexican culture, we foresee no obstacle in achieving strong and favorable relationships with the governing authorities.

The Company will create and maintain an image and presence in the industry as an honest and creative enterprise, characterized by ethics, integrity, and producing a quality of work that represents a real asset for clients and investors

Long Term Business Goals

Throughout 2007 and thereafter, the Company's only primary goal is continue to manage the planned development of Lot 5 for success. The primary focus will be the monitoring of all required permits and the development layout.

Thereafter, preliminary talks with several local contractors will commence so that the Company will be in a position to move quickly to choose contractors for such items as roadwork, water, electricity, etc. Also, discussions with building suppliers will be taking place to again ensure that the Company will be in a position to act swiftly as the need arises for any given material.

The marketing material will be formulated as the final vision of Lot 5 becomes evident. The Company foresees the actual sale of the parcels occurring early-year, 2008. It is the Company's intention to be positioned to start actual sales by the third quarter of 2008 to either the general public or to other builders.

The overall development of Lot 5 is for a planned "destination" mixed-use development. This will combine oceanfront and ocean view single-family lots and multi-family parcels with a commercial core including hotels, restaurants, recreation features, and support retail shops. The goal is to create a "Five Star" development that will appeal to users/buyers of all ages from the United States, Canada, Mexico, and anywhere else.



Mission Statement

The mission of Tri-Core Mexico Land Development, LLC (the Company) is to purchase raw virgin beach front land on the Gulf of California (Sea of Cortez), Sonora, Mexico for either resale or for development.

The specific location the Company has concentrated on is generally between El Golfo de Santa Clara on the north and Puerto Peñasco (Rocky Point) on the south. Development of a Coastal Highway will make access by automobile to this virgin area easy for millions of visitors and buyers from the United States. The Company believes there will be a major increase in demand for property in this area with the completion of the highway and other infrastructure improvements.

Proforma - El Golfo Water Development

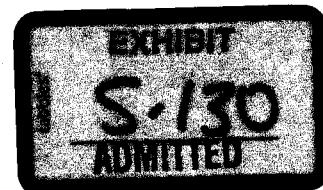
250 +/- Developable Acres - Lot 5 - Based on Selling Land for
500 +/- SF Lots & 300 +/- Condominium Doors

Sales Scenario	Conservative	Likely
Sales price per unit	\$ 45,000	\$ 50,000
Gross Sales - 500 Lots & 300 Condo Units	\$ 36,000,000	\$ 40,000,000
Less closing cost, commissions, marketing	\$ 7,200,000	\$ 8,000,000
Gross Profit	\$ 28,800,000	\$ 32,000,000
Development Cost - \$15,000 per Unit *	\$ 12,000,000	\$ 12,000,000
Project Net Proceeds	\$ 16,800,000	\$ 20,000,000
Less Management Proceeds (30%)	\$ 5,040,000	\$ 6,000,000
Development Net Proceeds (70%)	\$ 11,760,000	\$ 14,000,000
Initial Investment	\$ 3,500,000	\$ 3,500,000
Development Cash Return	\$ 8,260,000	\$ 10,500,000
Investor return - Aggregate (based on 36 month hold)	236%	300%
Investor Return - <u>Annualized</u> **	79%	100%

Tri-Core Mexico Land Development, LLC, an Arizona Limited Liability Company, presents an investment offering for the following property in Sonora, Mexico:

Lot Number 0000005 (five) of the Colonia Melchor Ocampo of the Municipality of San Luis Rio Colorado, Sonora, with a surface of 109-74-36 hectares, with the following measurements and boundaries: TO THE NORTH: TWO THOUSAND THIRTY FIVE METERS WITH EJIDO GOLFO SANTA CLARA; TO THE SOUTH: TWO THOUSAND NINETY FIVE METERS WITH THE GOLFO DE CALIFORNIA; TO THE EAST: SEVEN HUNDRED METERS WITH THE LOT NUMBER SIX OF THE COLONIA MELCHOR OCAMPO; TO THE WEST: FIVE HUNDRED METERS, WITH THE LOT NUMBER FOUR OF THE COLONIA MELCHOR OCAMPO.

Maximum Offering Price: \$3,500,000
Unit Price: \$5,000 per Promissory Note (Unit)
Minimum Purchase: 1 Promissory Note
Rate of Return: 80% Annual Rate of Return, Paid At Maturity
Maturity Date: 24 months
Redemption at Maturity: \$16,200 per Unit



Tri-Core Companies | <http://MexicoIsHot.com>

(480) 346-3200

ACC010872
FILE #8337



You're invited to learn more!!!
Invest now to get your 80% return.
Units are limited!

700 total units, Over 500 SOLD (02/9/08)

Contact for an informational presentation at
our offices or we can set up
a webinar presentation for your review

Get involved by calling George at (623) 698-6253
to reserve your seat for the presentation.

Tri-Core Companies LLC
8840 E. Chaparral Road – Suite 150
Scottsdale, AZ 85250



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Proforma - El Golfo Water Development

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Unit Price: \$5,000 per Promissory Note (Unit)

Minimum Purchase: 1 Promissory Note

Rate of Return: 80% Annual Rate of Return, Paid At Maturity

Maturity Date: 24 months

Redemption at Maturity: \$16,200 per Unit

Tri-Core Companies | <http://MexicoIsHot.com>

(480) 346-3200

ACC010874

FILE #8337



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Units are limited!

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Scottsdale, AZ 85250

2007

TRI-CORE MEXICO
LAND DEVELOPMENT
LLC

Jason Todd Mogler

[INVESTOR REQUEST LOT 5]

Tri-Core Mexico Land Development LLC will purchase raw virgin beach front land on Gulf of California (Sea Cortez), Sonora, Mexico for either resale or for development. The company will be offering promissory notes, with an 80% Annual Rate of Return through a Regulation D offering.

ACC010876
FILE #8337

Investor:

Tri-Core Business Development LLC management has created incredible returns because of our teams' ability to identify national and international opportunities in the market, negotiate deals and keep the investors happy.

Tri-Core Business Development LLC is pleased to present Tri-Core Mexico Land Development LLC and their new regulation D offering of 80% Annual Rate of Return. Tri-Core Business Development has negotiated this incredible deal for our investors, and will act as the administrator and investor liaison between the investors and Tri-Core Mexico Land Development LLC.

Tri-Core Business Development LLC has a reputation for finding high returns to our investors which was proven once again this month, where we secured a 74% return to our investors within a 14 month period of time.

The investor before you asked us one very common question, "How?"

Our answer is simple.

Buy Right.

The details of this deal are included in this package along with my contact information. I or a member of my team is always available to answer any questions that you may have about the project or our company.

Once again, we thank you for taking the time to find out about this investment.

Sincerely,

Jason Todd Mogler President



Tri-Core Mexico Land Development LLC

Section 1	Executive Summary on the Sonoran Coast of Mexico
Section 2	Business Plan
Section 3	Maps
Section 4	Plat of Lot 5
Section 5	Pictures of Lot 5
Section 6	Sample Regulation D
Section 7	Articles of Interest on the Area
Section 8	Principals & Development Team Information



LOT 5

EXECUTIVE SUMMARY

The Sonoran coast of Mexico is poised for tremendous growth over the next few years. The Mexican and Sonoran Government is dedicated to promoting this area as a major destination for both Americans and Canadians. They realize the potential for foreign development dollars coming into this region as well.

The continuing progression of the Sonoran coastline is thanks in large part to the millions of U.S. and Canadian development dollars pouring into the region, as well as the tremendous support and tourism-based efforts from the Mexican Government and the state of Sonora. Recognizing the amount of attention that this beachfront destination is receiving from neighboring Americans looking to purchase vacation homes, the Mexican government is in the process of developing infrastructure in the area that will continue to make access to the city convenient, and facilities within the town state-of-the-art.

Accordingly, there are several projects currently in place that will transform the area from inaccessible beachfront to an accessible and desirable coastline. Key infrastructure developments currently in progress include:

- The \$30 million "Coastal Highway" project that, when completed (2007-2008), will provide Southern California a much faster and more direct route to Puerto Penasco and Santa Clara. The highway is supported by former Mexican President Vicente Fox, and continues under the current leadership of Felipe Calderon.
- A \$50 million international airport in "Rocky Point" will accommodate large passenger planes. The first airstrip is projected for completion in late-2007 and the entire project in 2009.
- Two state-of-the-art hospitals, Hospital of Penasco and the IMMS Hospital, are currently under construction.

-- La Escalera Nautical, or "Nautical Ladder" as it is widely known, is a plan to develop tourism up and down the Baja coast, and along the interior of the Sea of Cortez, by building a series of marinas, hotels, and tourist sites located within a day's sail of one another. Puerto Penasco is listed as a part of the project and stands to receive both infrastructure and marina-related upgrades as part of the effort.

-- Fonatur, the Mexican tourism development agency behind the "Nautical Ladder," initially projected the project to pull in 50,000 boats and 1 million visitors by 2014 -- the vast majority coming from the United States.

Lot 5 is well positioned to capitalize on this transformation not only because of its market knowledge and experience, but most importantly by the anticipated acquisition of Lot 5 as well. Tri-Core Mexico Land Development LLC has entered into a contract to purchase Lot 5 and is offering an investment opportunity via a Private Offering Memorandum.

Details of this parcel and the intended community development, known as Lot 5, are detailed in the accompanying business plan.

July 23, 2007

[INVESTOR REQUEST LOT 5]

TRI-CORE MEXICO LAND DEVELOPMENT LLC

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Business Plan



TRI-CORE
MEXICO LAND DEVELOPMENT

Business Plan

Mission Statement

The mission of Tri-Core Mexico Land Development, LLC (the Company) is to purchase raw virgin beach front land on the Gulf of California (Sea of Cortez), Sonora, Mexico for either resale or for development.

The specific location the Company has concentrated on is generally between El Golfo de Santa Clara on the north and Puerto Penasco (Rocky Point) on the south. This is a distance of about 80 miles and is being opened for development with the completion of the Coastal Highway that will make access by automobile to this virgin area easy for millions of visitors and buyers from the United States. The Company believes there will be a major increase in demand for property in this area with the completion of the highway. The highway is over 4/5th complete and only a 15 mile portion of the center section remains to be completed which is scheduled for completion by the end of 2007.

If property is being purchased for resale, profitability will be generated by acquiring the virgin property and performing the following functions:

- Privatize the property if necessary
- Create the preliminary plat plan
- Apply for and obtain the necessary permits and approvals from the several governmental agencies
- Submit the final plat plan for and obtain approval

If property is being purchased for development, the same steps noted above are still necessary. However profitability would be further enhanced by:

- Completion of the infrastructure (roads, water, sewer, etc.)
- Selling individual lots or commercial parcels that would be ready for vertical construction
- Forming a joint venture with residential builders
- Forming a joint venture with a commercial builder
- Complete or partial build out by the company (depending on scenarios noted above)

The Companies choice for either scenario noted above will be influenced and driven by the market as demand for the area increases in direct correlation to the completion of the Coastal Highway.

Business Operations

Ownership and Employees: The Company is intended to be a very competitive, highly motivated company with a small number of selected key employees. The majority of the day to day responsibilities, planning and development tasks will be performed by the principal/managing partners. All other tasks that cannot be performed on behalf of the company by principals or employees will be done by hired contract services. An example of a hired contract service would be accounting.

Management:

James L. Stevens, MAI – Principal and Planning Director

Mr. Stevens has been involved in real estate and development from an early age and continued in real estate and development throughout his professional career. At the age of eighteen, he was a real estate sales person and received his real estate brokers designation at the age of twenty-one. Mr. Stevens insight into land development was gained first hand by working with and being "schooled" by his Father who was an active residential developer. Jointly they developed a private lake subdivision that consisted of waterfront lots.

After attending the University of Michigan and graduating from the Business School, Mr. Stevens joined the IBM Corporation as a specialist in IBM's real estate division and was responsible for the forward planning of IBM's real estate needs for eleven states. The scope of his responsibility included the decision as to whether purchase, lease or to construct office buildings as needed. If his decision was to construct an office building, Mr. Stevens was responsible for selecting and negotiating the land for the future site. His responsibilities also included the construction management of these sites in his eleven state region.

In 1976, Mr. Stevens obtained his MAI designation (Member Appraisal Institute) and started his own independent appraisal and consulting firm. The company specialized in feasibility and valuation studies for both large residential tracts as well as all types of commercial properties. During this period, Mr. Stevens also continued with the development of a 700+ marina condominium units and a 250+ waterfront condominium units located in the Chicago market. For both of these projects, he was the operating partner and real estate broker responsible for both sales and construction. This project was completed in the 1990's with sales in excess of \$60,000,000. Since then, Mr. Stevens has also been involved in several developments in Michigan, Florida, and the Bahamas.

Mr. Stevens recent development projects have been waterfront condominium developments located in both Arizona and California. Much of his efforts are now in Mexico with emphasis on waterfront properties near El Golfo, Sonora, Mexico.

Vince Gibbons - Principal and Director of Development and Engineering

Mr. Gibbons has over 22 years of civil engineering both domestically and internationally. Mr. Gibbons is proficient in managing multi-disciplined teams and large projects for private developers and public agencies. He has worked on a wide variety of projects in the States of Arizona, Utah, Colorado, Nevada, and New Mexico, as well as the countries of Panama and Mexico. Mr. Gibbons has owned and operated Tri-Core Engineering for over 9 years. Tri-Core Engineering currently has offices in Arizona, Colorado, and Nevada with a staff of 35 highly qualified and diversified individuals and professionals.

Tri-Core Engineering's expertise encompasses due diligence, master planning, feasibility studies, design and contract document preparation for private development, commercial, water, transportation, airport, flood control, storm drain, and sewer projects. Additional skills include total project management, design build, construction management, shop drawing review, inspection, cost estimates, and budget and schedule control. For the past 36 months, Tri-Core Engineering has been working nationally and internationally on master planned communities in Panama and Mexico. Samplings of the national and international projects include the following:

El Rio Country Club, Mohave County, Arizona

Tri-Core Engineering was the engineering firm of record for this 640-acre master-planned residential golf community in Mohave County, Arizona. This community consisted of an 18-hole championship golf course, gated entrances, commercial areas, restaurants, spacious clubhouse facilities, and community swimming pools and spas. Project responsibilities include: developing the Master Plan Document, field survey review and verification, preliminary and final plat, lot layout and legal descriptions, permits, coordination and negotiations with local and state agencies, infrastructure inventory and analysis, drainage master plan and report, design of all engineering components, grading and drainage plans, offsite major roadway design with intersections, construction staking, construction field checks, coordination of all sub-consultants, contractor bidding and negotiations, and construction oversight.

Eagle View Subdivision, Kingman, Arizona

Tri-Core Engineering is the engineering firm of record for this 113-acre master-planned residential community in Kingman, Arizona. The firm's responsibility includes Quality Assurance/Quality Control and a review of current contract

documents and design layout created by another firm. This review resulted in redesign of most of the subdivision components, connecting streets, drainage analysis and report, redesign of drainage system and box culvert, and field topographic survey. Project responsibilities included: field survey review and verification, preliminary and final plat, lot layout and legal description, permits, coordination and negotiations with local and state agencies, infrastructure inventory and analysis, drainage master plan and report, design of all engineering components, grading and drainage plans, offsite major roadway design with intersections, construction staking, construction field checks, coordination of all sub-consultants, contractor bidding and negotiations, and construction oversight.

Villages at Loreto Bay, Master Planned Development, Loreto Mexico

Tri-Core Engineering is the engineering firm of record for this 10,000 acre development in charge of all engineering aspects for this project. This project is in construction stage with over \$300 million dollars in sales. Tri-Core Engineering has assumed the construction management role on through the completion of this project.

Colonias de Cardenas, Master Planned Community, Panama City, Panama

Principal engineer for the Panama Railroad Company responsible for all aspects of the on-going development process for Colonias de Cardenas, a 2,500 Acre Master Planned Community. Project is in the permit stage with construction to start in 7 months. Mr. Gibbons is also personally involved in this project.

Punta Delfin, Enchantment of Mexico, Sea of Cortez, Sonora, Mexico

Mr. Gibbons is both a partner and the engineer of record responsible for the engineering aspect of this development. He is also involved in all aspects of the development process for this high end master planned community. This community consists of a 790-acre seaside residential golf and marina with a 5 star resort hotel. This project is in the permit stage.

Sylvia Torres Corrilla - Principal, Director of Marketing and Project Facilitator

Ms. Torres is experienced in real estate marketing in both Arizona and California and has a long business relationship with Mr. Stevens in the development of several residential projects.

As a dual citizen of both the United States and Mexico, who is very fluent in Spanish, Ms. Torres is also the project facilitator and liaison between the Company and the several Mexican governmental agencies that the Company will be working with. She has a wealth of information and contacts in and about Mexico especially in the State of

Sonora. She is very experienced in client negotiations and obtaining the best possible results for the Company.

Mr. Jason Todd Mogler – Principal, Director of Operations and Investor Relations

Mr. Mogler is a principal partner in Tri-Core Business Development, Tri-Core Business Development 2 LLC and Tri-Core Lending, Inc., as well as the President of MyCreditStore dba LenderSquare, Inc. which has been a profitable business since 1997. He has an impressive academic resume at Arizona State University where he holds a Bachelor of Science degree with a major in marketing and a minor in psychology. His master studies with Thunderbird American Graduate School of International Management gives him an international understanding of business strategies and marketing position. His practical work experience as the Director of Construction Lending for the Royal Bank of Canada gives him thorough knowledge of construction lending and banking operations. Mr. Mogler has a very long reputation for honest business practices and fair dealings with all people both personally and professionally.

Market Knowledge and the Property

Knowledge of the Marketplace:

The Principals of the Company have been active in Mexican real estate for several years and consider the El Golfo/Rocky Point market one of the (if not the most) active markets in all of Mexico for development and potential upside investment.

Because of their experience and knowledge base, The El Golfo area was chosen for the Company's initial purchase due to it's potential concentration and upside appreciation. Some of the driving factors that influenced this decision were:

- Its close proximity to the United States markets (one hour drive from the Border of US/Mexico),
- Its location on a beautiful, pristine, major body of water
- The quality of the sand beaches
- The scenic mountain views of the Baja Peninsula
- The opening of the area by the construction of the Coastal Highway from the US/Mexico border 300 miles to the south along the coast of the Sea of Cortez to Guaymas, Mexico, a major seaport
- The \$50 million dollar international airport under construction at Rocky Point that will accommodate all types of passenger planes. The first runway is to be completed in 2007 and the balance completed by 2009
- Two state-of-the-art hospitals, Hospital of Penasco and the IMMS Hospital are currently under construction and will serve the El Golfo/Rocky Point areas

The primary target market is Baby Boomers and younger persons from Southern California, Arizona, and Nevada as buyers of property for week ends and vacations due to the close proximity. The other largest market is the "Snow Bird" buyer/users looking for a winter location from all over the United States and Canada. Other markets include buyers/users living in Mexico and investors looking to put money into an area that is being labeled "the Sonoran Riviera".

The Mexican and Sonoran Governments are dedicated to promoting the area as a major destination for both Americans and Canadians. This is evidenced by the millions of dollars of infrastructure being put in place by the United States and Mexican Governments. A prime example of this dedication is the Coastal Highway. This three hundred mile highway is being built at a cost in excess of \$200 million dollars and will connect the port city of Guaymas in Mexico with the US/Mexico border at San Luis rio Colorado, south of Yuma, Arizona. The highway is 2/3rds completed and will be finished in late 2007. This will make this whole area much more accessible for millions of Americans in Southern California, Arizona, and Nevada for weekends and vacations as well as longer stays for all of the US and Canada.

La Escalera Nautical, the "Nautical Ladder" is a widely known plan to encourage tourism by development along the Sea of Cortez by building a series of hotels, marinas, and tourist sites located within a one day sail of one another. Fonatur, the Mexican tourism development agency initially projected 50,000 boats and one million visitors by 2014, with the vast majority from the United States.

The Property – Lot 5 Mechor Ocampo, El Golfo:

After reviewing many properties in the area over the past 12 months, the site selection was narrowed to a large land parcel in an area known as El Golfo de Santa Clara, in the Municipality of San Luis Rio Colorado, Sonora, Mexico and is nestled along the beach of the Sea of Cortez. This large land parcel (Lot 5) has over 250 acres of land with over one mile (6,000+- feet) of beautiful sandy beach frontage with rolling dunes and wonderful views of the Sea of Cortez and the mountains on the other (Baja) side of the water. The northerly portion of the site is generally level with a small fore dune about 10 to 15 feet above the beach for excellent views and is an excellent area for water front and water view single family lots. The center portion of the site has the same desirable fore dune and has a low to medium high second dune for added views for multi-family and mixed use development behind the single family area. The southern portion of the site has a high ridge that extends almost to the beach and has spectacular views from both sides down the beaches and the Sea of Cortez with the greatest views from the very top. This area is excellent for a destination resort, mixed use residential and support commercial including restaurants, hotels and recreational facilities.

This land was selected for its excellent location and for the following and other reasons. The land is at the southern edge of El Golfo about one hour south of the U.S./Mexico border crossing at San Luis. The entire waterfront area in this section of the Sea of Cortez is undergoing major development with the building of the Coastal Highway that will provide needed access from major metropolitan areas of the United States including Arizona, Nevada, and Southern California. A new major border crossing facility is planned for San Luis to relieve congestion at the present in-town facility and will increase the number of inspection lanes from five to 16 and will decrease the time for crossing the border.

The Colorado River flows into the Sea of Cortez north of El Golfo and forms a large delta area. El Golfo is near the northern end of the Sea of Cortez and is well protected from adverse weather and the waters are generally calm. El Golfo is a picturesque fishing village with long wide sandy beaches. The fishermen launch their boats from the sandy beaches direct to the water. There is at present a one paved road that ends at El Golfo. The Coastal Highway from San Luis will provide needed tourist access to El Golfo and other waterfront areas. The new Coastal Highway will continue southerly to Puerto Penasco (Rocky Point) and beyond to Guaymas. The section from San Luis to Rocky

Point is scheduled to be operational by early 2008 and most sections are already paved and ready for use.

The Company has acquired the 250 acre plus Lot 5 land parcel and has designated the site the *El Golfo Beach Resort* and it is in the center point of this area. The subject property overlooks the Sea of Cortez from many vantage points as well as from the over one mile of beach frontage. The area has boating, fishing, off-roading, hiking, bird watching, and other water oriented activities. Vehicles drive along the beaches of The Sea of Cortez. The area is a major boating and recreation area for Sonora, Mexico, Arizona, Nevada, Southern Utah and especially Southern California. Much of the land adjacent to the Sea of Cortez is owned and controlled by the Federal and State Governments for recreation and preservation with minimum land available for private development. The Sea of Cortez waterfront areas of the State of Sonora including the subject area, have experienced a major increase in real estate values in the past 36 months and this trend is continuing.

Water Access Lot 5:

El Golfo Beach Resort is to be located on Lot 5, a site fronting 6,000+- feet on the Sea of Cortez to the south of the Town of El Golfo. Boats can be launched from the beaches. The beaches are all sand with driving allowed along the beaches.. There is a large hill with a lighthouse, called "El Mochorro", at the top that is a well known and is about ½ mile north of the subject property. The subject site has rolling sand dunes near the water front and is generally level toward the rear area. The site is well adapted for the launching of small boats.

The Proposed Development for Lot 5:

This project is a proposed mixed use development including a gated single family development of 500+- single family lots, several areas for multi-family development, and a planned destination resort with hotels, restaurants, and supporting commercial facilities. All of this fronts on and has wonderful views of the Sea of Cortez at the Town of El Golfo, in rapidly developing San Luis Rio Colorado, Sonora, Mexico. The property consists of 100+- hectares (250+- acres) of land on the multi level site overlooking the scenic waterways of the Sea of Cortez to the west and with mountain views to the east. The property has over 2,000 meters (6,000+- feet) of sandy beach frontage. There are beautiful scenic views up and down the sandy beaches on the Sea of Cortez (Gulf of California). The lots will range from 50 feet by 100 feet to lots well over an acre depending on location, views and terrain. The prime lots will be on the beach for wonderful views and easy water and beach access and at the top of the large hill near the south end of the property for spectacular views along the beaches for miles in each direction. The development will provide all the amenities associated with a destination development.

Business Goals

Short Term Goals:

The Company will be dedicated solely to its purchase of Lot 5 of Mechor Ocampo and managing it for success. This includes the creation of a development plan, the development of marketing campaign and the pursuit of letters of intent for lot presales.

As part of the short term development plan, we will proceed to obtain an ALTA or equivalent land survey to proceed with a title insurance commitment, initial site studies and engineering to plan for development and/or division of the property. In addition we will proceed with the concession for the "Federal Zone" so that we may have exclusive use of the 20 meters controlled by the Mexican Government adjacent to the "high water mark". This is an important concession and we are proceeding forward. The other pre development permit is for the ecology of the property and is an involved and extensive study. We have had the environmentalist we work with review the Lot 5 on a preliminary basis and there are no apparent environmental concerns but the actual permit requires an expensive and time consuming study and approval process.

Other permits pertain to the water, electricity, and planned development. These are in conjunction with the Municipality of San Luis (the governing entity) and the several department and utilities.

Within this initial permit period we will be preparing preliminary site plans to determine the highest and best use/layout of the Lot 5 property and frontage. We will also explore the various sales materials we intend to use such as property informational brochures and media packages for the development. This pre-marketing focus will concentrate on our primary target markets of Southern California, Arizona, and Nevada with exposure in the rest of the United States and Canada as we proceed further.

To further ensure success, the Company will continue to focus on the development of strong relationships with key property professionals (brokers, financial institutions, law firms, building contractors and suppliers, etc.). While we presently enjoy a good relationship with several governmental agencies, we will also be working quite diligently throughout the whole development process to further strengthen and expand our relationships with governmental agencies and political entities. Since we also understand and respect the Mexican culture, we foresee no obstacle in achieving a strong and favorable relationship with the governing authorities.

The Company will create and maintain an image and presence in the industry as an honest and creative enterprise, characterized by ethics, integrity and producing a quality of work that represents a real asset for clients and investors

Long Term Goals:

Throughout 2007 and thereafter, the Company's only primary goal is continue to manage the planned development of Lot 5 for success. The primary focus will be the monitoring of all required permits and the development layout.

Towards the latter part of 2007 and thereafter, preliminary talks with several local contractors will commence so that the Company will be in a position to move quickly to choose contractors for such items as roadwork, water, electricity etc. Also, discussions with building suppliers will be taking place to again ensure that the Company will be in a position to act swiftly as the need arises for any given material.

The marketing material will be formulated as the final vision of Lot 5 becomes evident. The Company foresees the actual sale of the parcels occurring mid year 2008. It is the Company's intention to be positioned to start actual sales in the third quarter of 2008 to either the general public or to other builders.

The overall development of Lot 5 is for a planned "destination" mixed use development. This will combine ocean front and ocean view single family lots and multifamily parcels with a commercial core including hotel(s), restaurants, recreation features, and support retail shops. The goal is to create a "Five Star" development that will appeal to users/buyers from the United States, Canada, Mexico and anywhere else of all ages.

The Company has acquired the 250 acre plus land parcel and has designated the site the *El Golfo Beach Resort* and it is in the center point of this area. The subject property overlooks the Sea of Cortez from many vantage points as well as from the over one mile of beach frontage. The area has boating, fishing, off-roading, hiking, bird watching, and other water oriented activities. Vehicles drive along the beaches of The Sea of Cortez. The area is a major boating and recreation area for Sonora, Mexico, Arizona, Nevada, Southern Utah and especially Southern California. Much of the land adjacent to the Sea of Cortez is owned and controlled by the Federal and State Governments for recreation and preservation with minimum land available for private development. The Sea of Cortez waterfront areas of the State of Sonora including the subject area, have experienced a major increase in real estate values in the past 36 months and this trend is continuing.

Water Access:

El Golfo Beach Resort is located on a site fronting on the Sea of Cortez to the south of the Town of El Golfo. Boats can be launched from the beaches. The beaches are all sand with driving allowed along the beaches. Many ATVs (all terrain vehicles) are brought to El Golfo to go along the beaches and on the sand hills and dunes behind

the beach areas. There is a large hill with a lighthouse, called "El Mochorro", at the top that is a well known site for ATVs and is about ½ mile north of the subject property. The subject site has rolling sand dunes near the water front and is generally level toward the rear area. The site is well adapted for a water front development.

The Proposed Development:

This project is a proposed gated single family development fronting on and viewing the Sea of Cortez at the Town of El Golfo, in rapidly developing San Luis Rio Colorado, Sonora, Mexico. The property consists of 100+- hectares (250+/- acres) of land on a multi level site overlooking the scenic waterways of the Sea of Cortez to the west and with mountain views to the east. The property has over 2,000 meters (6,000+- feet) of sandy beach frontage. There are beautiful scenic views up and down the sandy beaches on the Sea of Cortez (Gulf of California). The lots will range from 50 feet by 100 feet to lots well over an acre depending on location, views and terrain. The prime lots will be on the beach for wonderful views and easy water and beach access and at the top of the large hill near the south end of the property for spectacular views along the beaches for miles in each direction. The development will provide all the amenities associated with a destination development.

The Development Plan:

The development plan is to purchase the property for cash with reserves to complete the development. The property will be developed in total or a part may be sold and the balance of the site developed for single family lots. The value of the approved subdivision will be sufficient to secure a construction funds for the cost of the off-site improvements, infrastructure and the marketing of the sites. The development will be completed in phases and we will be in the position to sell the lots to a residential builder, or individually on a retail basis in the open market.

Supporting Land Sale Prices for Lot 5:

There has been a major increase in interest in land acquisition in the area between El Golfo and Rocky Point since the construction of this section of the Coastal Highway began about 24 months ago. As the highway is nearing completion there is a greater recent increase in activity and that will continue to increase until and after the new road is completed. The greatest interest in buying by national and international groups for development and retail end buyers will be when the Coastal Highway will provide convenient access to land parcels only reachable by 4 x 4 vehicles. The road is completed to the rear of all of Mechor Ocampo but is not completed to Rocky Point.

The land where Lot 5 is located is a group of beach front parcels designated Mechor Ocampo and planned for tourism development. This section of beach front has 13 parcels varying in size up to 100+- hectares with Lot 5 being the largest with the most frontage. Mechor Ocampo starts with Lot 1 in the Town of El Golfo and continues toward Rocky Point about six miles. Lot 3 (the largest section) with about 40 hectares or 100+- acres is presently for sale for \$12.50 per square meter (\$1.25+- per square foot). The present owner has held the property for many years and now wants to sell. The

property is near Lot 5 and is smaller with less beach frontage than Lot 5. This owner, along with his sister own Lot 10 in Mechor Ocampo and they have indicated that they have sold Lot 10 for \$6.00 per square meter (\$0.60+- per square foot). Lot 10 is smaller and has less frontage than Lot 5 and is generally level with limited views except at the front of the property. According to the seller this lower price is due to the location of the property further from development and the Town of El Golfo and the less desirable terrain. Lot 9 in Mechor Ocampo is also for sale for \$12.37 per square meter (\$1.24+- per square foot). This lot is very similar in size and terrain to Lot 10 discussed above. The Company has acquired Lot 5 for \$2.25 per square meter (\$0.23+- per square foot) or well below the asking and sold prices in Mechor Ocampo. El Golfo is an area that is just starting to develop and therefore there have been few sales of beachfront and beachview lots in the El Golfo area. One starting development on 14 hectares in Lot 3 of Mechor Ocamp has sold eight beachfront lots (total only 12) for \$120,000 each without utilities or improvements. These have been sold to investors and potential users by private contact and without advertising. The asking prices for beach view lots in this subdivision range from \$45,000 to \$80,000 depending of the location. These lots are 50+- feet by 100+- feet. An overview of lot and land prices in Rocky Point is included in the Addenda. These prices dramatically point out the huge upside for land in El Golfo compared to the more developed Rocky Point – and remember El Golfo will be 45 minutes to one hour closer to the United States/Mexico Border.

El Golfo/Rocky Point – General Economic and Area Information:

The Colorado River forms the state line between Arizona, California, and Nevada, and continues southerly to the Sea of Cortez. Along its entire length it is a major recreation/boating area for Arizona, Nevada, and Southern California in the spring & summer and a perfect destination for "Snowbirds" in the winter creating a year around demand for the entire area.

Historically, neighboring Rocky Point has been a major recreational area for Phoenix and Tucson, Arizona. The drive time has been about three hours making it a very easy weekend vacation spot. There have been many new high and mid rise condominium units built new Rocky Point on Sandy Beach within the past few years providing over 3,000 new units. These are well designed and constructed developments with many beach front amenities. These units generally have sold for \$300,000 to over \$1,500,000 and have been sold primarily to U.S. residents. El Golfo is about 25 miles north of Rocky Point by the shore line. However, historically there has been no connecting road. The new Coastal Highway will make the drive between El Golfo and Rocky Point less than 30 minutes and will make El Golfo closer to California, Western Arizona and Nevada and will dramatically change the access to the El Golfo area.

Development in El Golfo is coming and soon. Neighboring El Golfo developments include a proposed single family development with a golf course fronting on the beach neighboring the subject to the north. This proposed development is also planned to have a hotel near the beach and possibly a marina. The developer for this property is U.S. based and is reported to have both the financial and development capability to complete the project. El Golfo is a small quiet community that is poised to undergo extensive real estate development with the completion of the Coastal Highway and

the increased access to large U.S. markets that will than be within driving distance. There are many resort areas of Mexico with extensive development taking place, however there are only limited areas on the water that have good driving access from the United States. The Coastal Highway will make the El Golfo/Rocky Point area even more accessible with El Golfo being only one hour from the border at a new 16 lane crossing.

Financing the Development Plan:

The financial plan is to purchase the property for cash with reserves to complete the pre-development. The property will be developed in total or will be partially developed and a part sold to recover capital. The value of the approved development will be sufficient to secure a construction funds for the cost of the off-site improvements, infrastructure and the marketing of the sites. The development will be completed in phases and the Company will be in the position to sell the lots or parcels to other residential and commercial developers or builders, as well as individually on a retail basis in the open market.

Initial Proforma

Proforma - El Golfo Water Development

250 +/- Developable Acres - Lot 5

Based on Selling Land for 500+- SF Lots & 300+- Condominium Doors

Purchase Price	\$ 2,250,000	800 Units
Commission paid by buyer	\$ 100,000	
Miscellaneous Fees	\$ 750,000	
Estimated Closing Cost	\$ 50,000	
Engineering and Permit Cost	\$ 350,000	
Total Funding Price	\$ 3,500,000	\$ 4,375 per lot

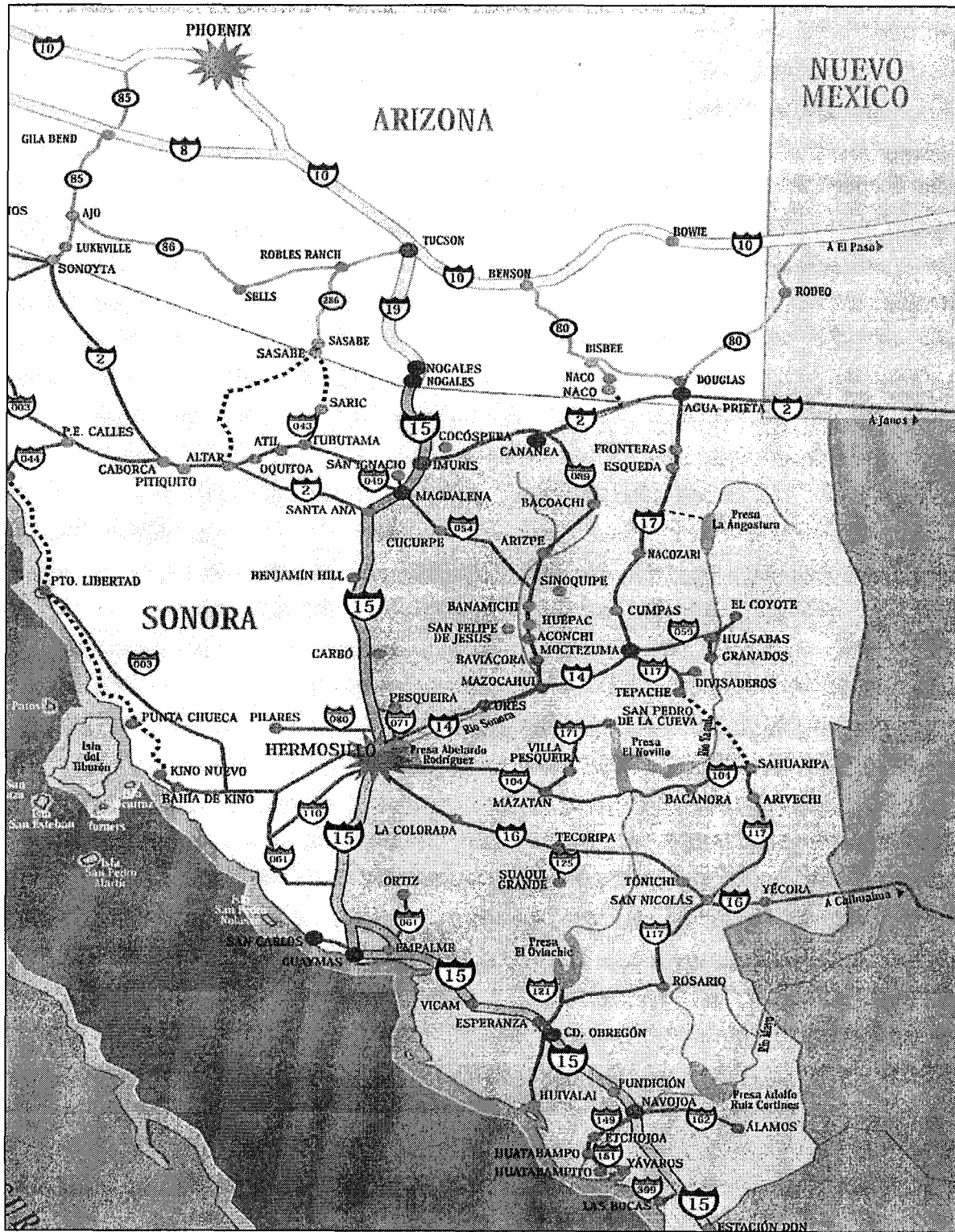
Sales Scenario	Conservative	Likely	Aggressive
Sales price per unit	\$ 45,000	\$ 50,000	\$ 55,000
Gross Sales - 500 Lots & 300 Condo Units	\$ 36,000,000	\$ 40,000,000	\$ 44,000,000
Less closing cost, commissions, marketing	\$ 7,200,000	\$ 8,000,000	\$ 8,800,000
Gross Profit	\$ 28,800,000	\$ 32,000,000	\$ 35,200,000
Development Cost \$15,000 per Unit	\$ 12,000,000	\$ 12,000,000	\$ 12,000,000
Project Net Proceeds	\$ 16,800,000	\$ 20,000,000	\$ 23,200,000
Less Management Proceeds (30%)	\$ 5,040,000	\$ 6,000,000	\$ 6,960,000
Development Net Proceeds (70%)	<u>\$ 11,760,000</u>	<u>\$ 14,000,000</u>	<u>\$ 16,240,000</u>
Initial Investment	\$ 3,500,000	\$ 3,500,000	\$ 3,500,000
Development Cash Return	\$ 8,260,000	\$ 10,500,000	\$ 12,740,000
Investor return - Aggregate (based on 36 month hold)	236%	300%	364%
Investor Return Annualized **	79%	100%	121%

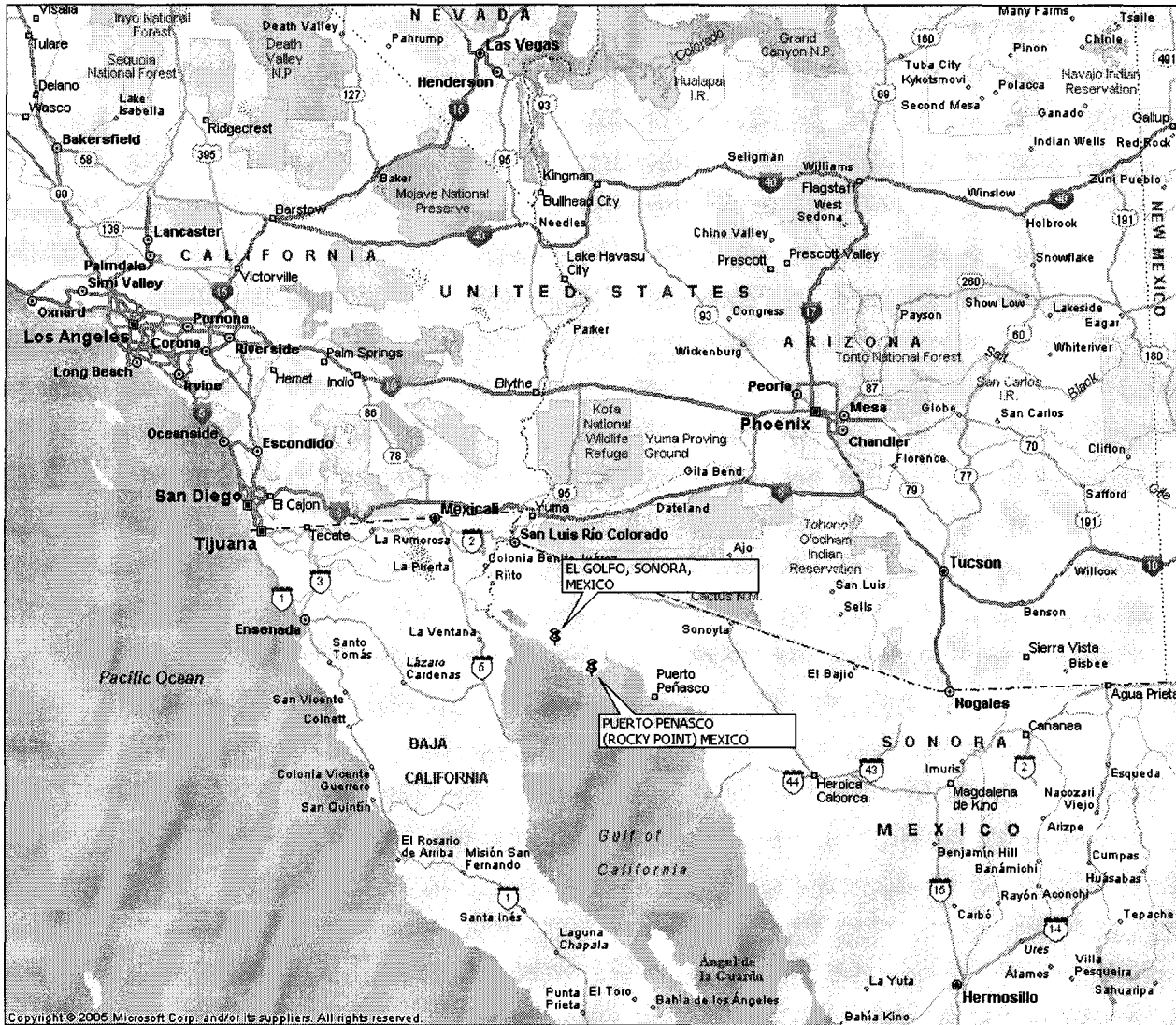
* Development cost will be funded through a construction loan. Loan will be guaranteed by Management and Developer.
These cost estimates have been determined by utilizing several sources. Including an MAI appraiser, two general contractors and the other knowledgeable parties.

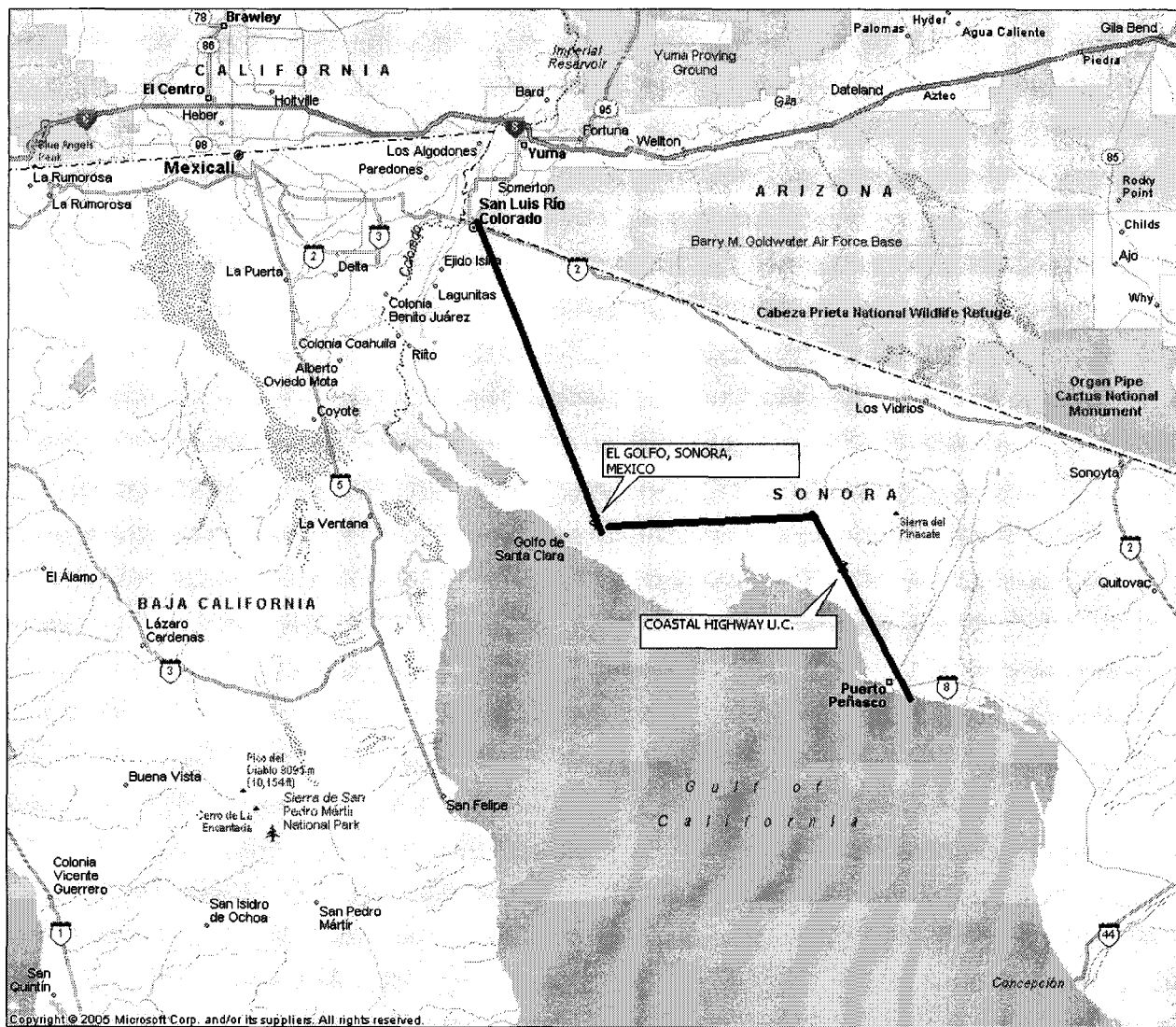
** This project has an estimated return of investment in 18 months & project completed in of 36 months.

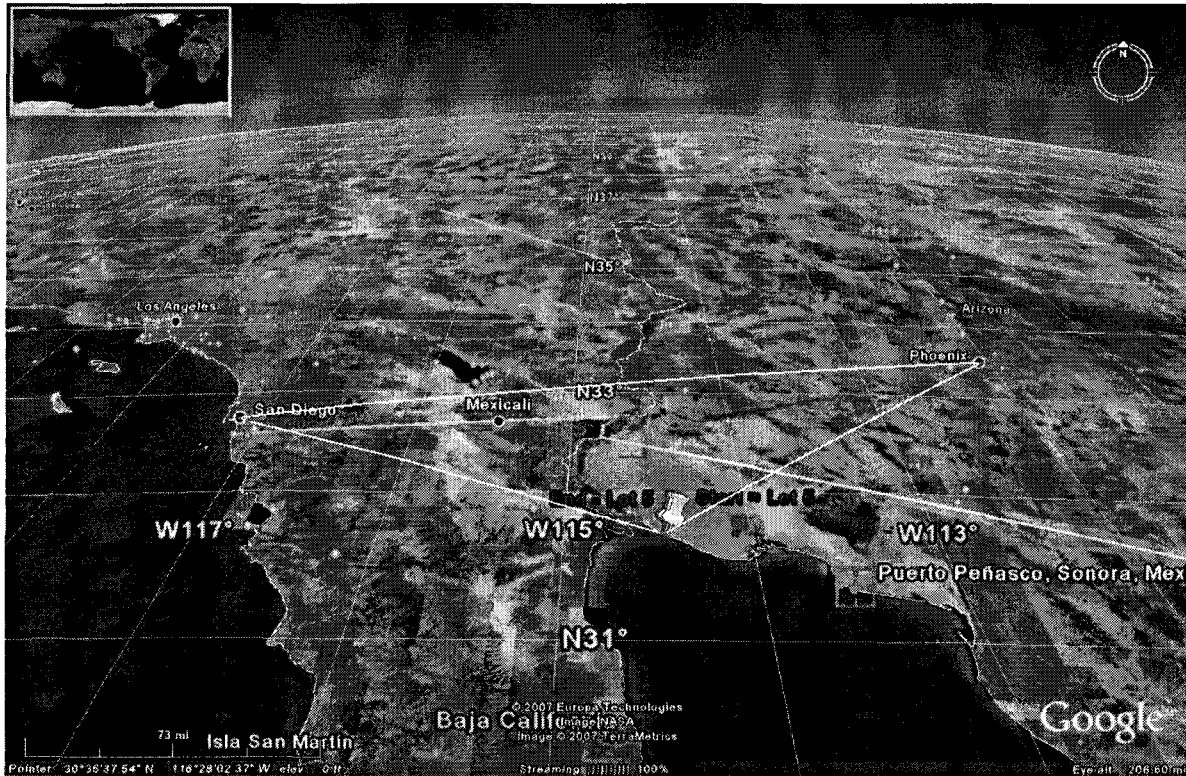
*** Disclosure: The information provided is deemed to be accurate; however, projections, costs, and sales are only for prognostication purposes. These figures are not only subject to change, but expected to change based on many factors.

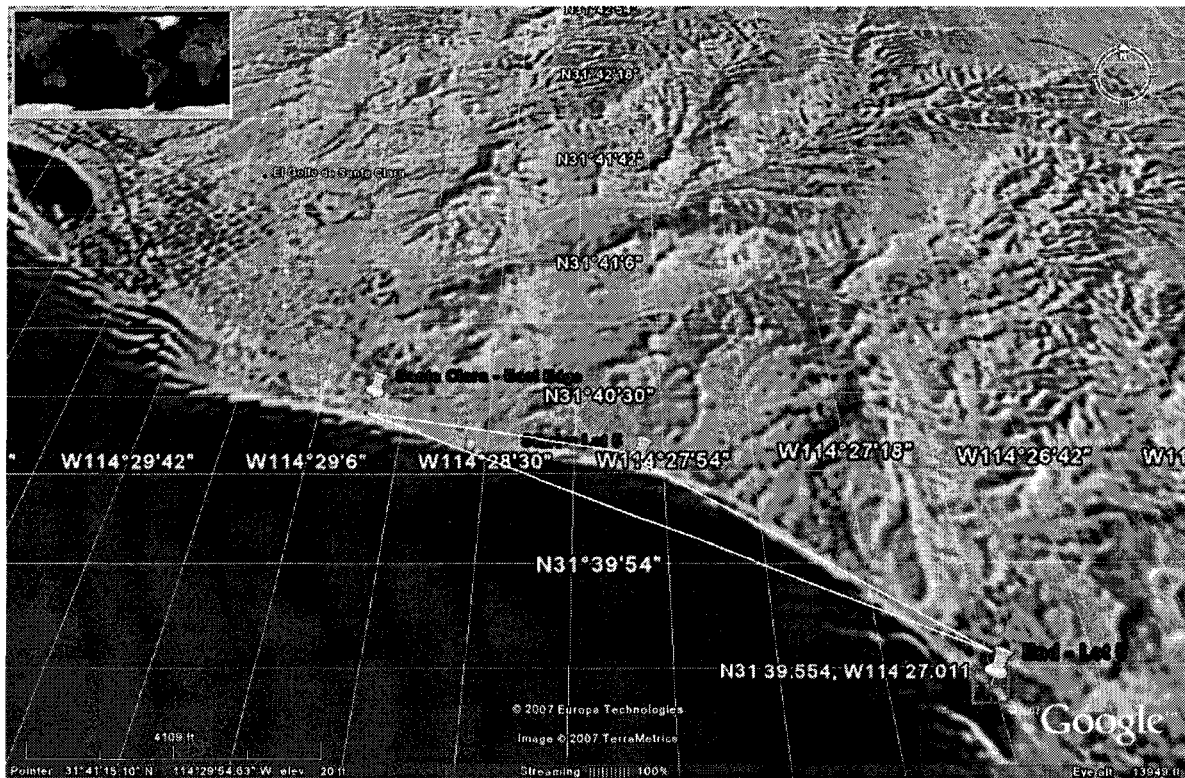
Maps



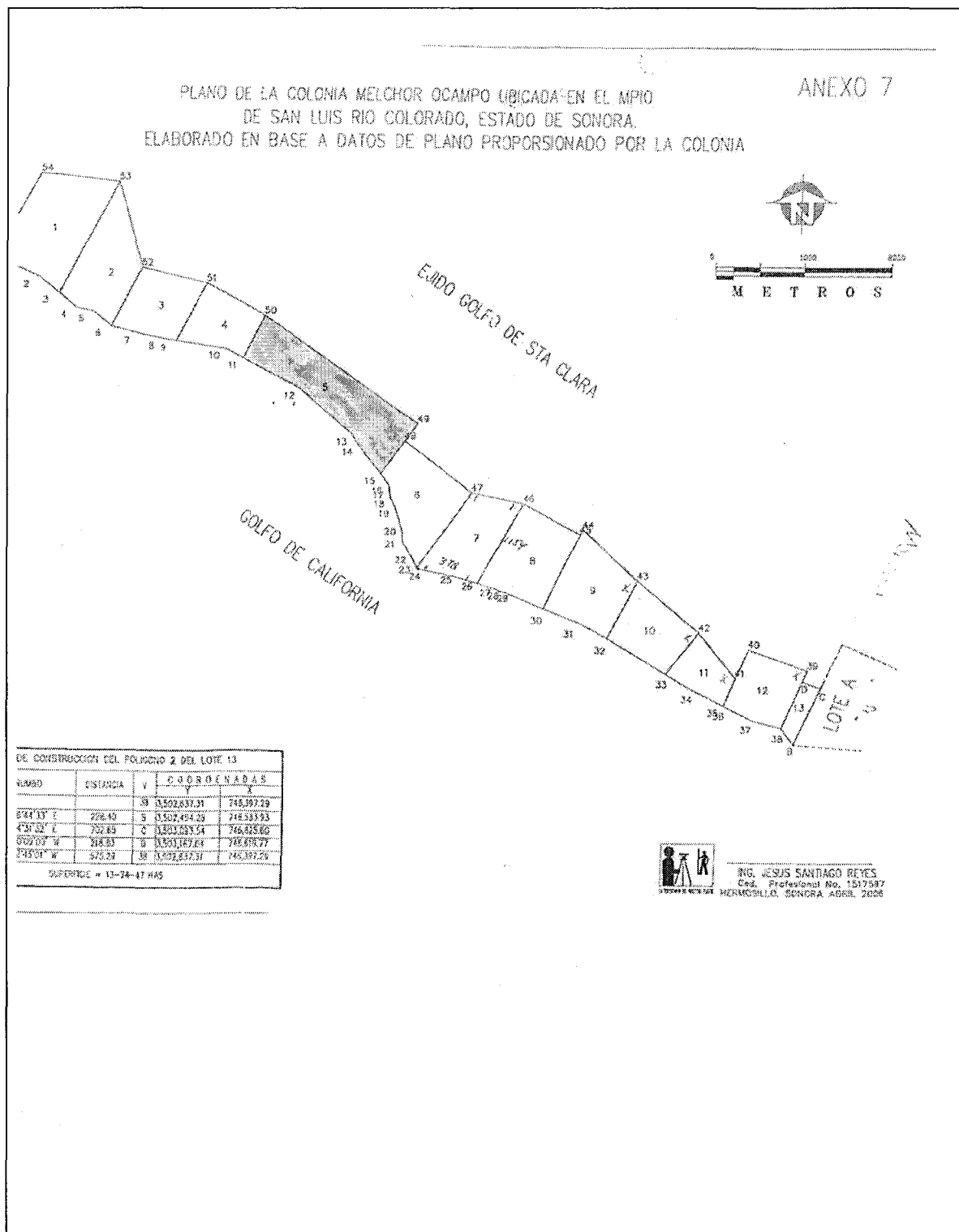


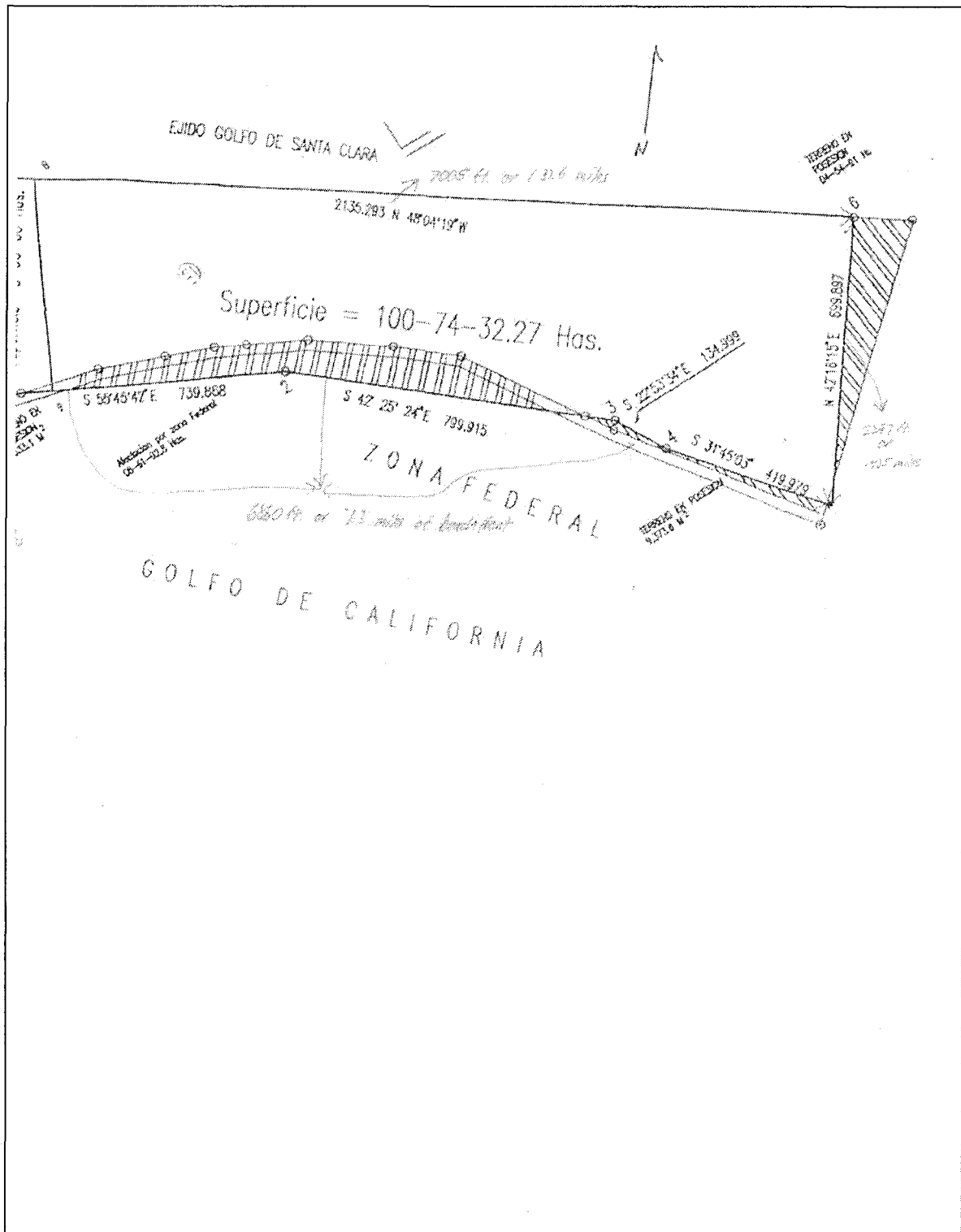






Plats of Lot 5

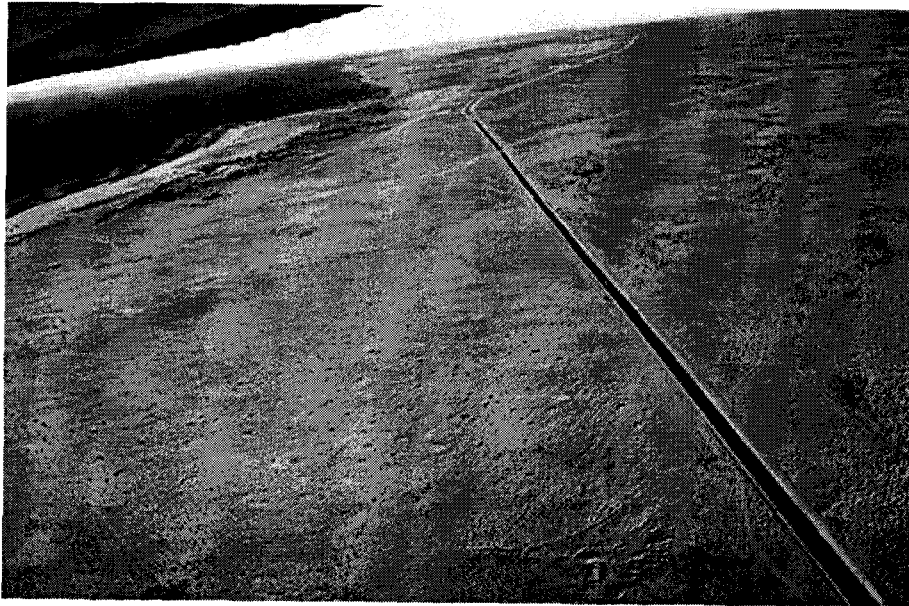




Pictures of Lot 5



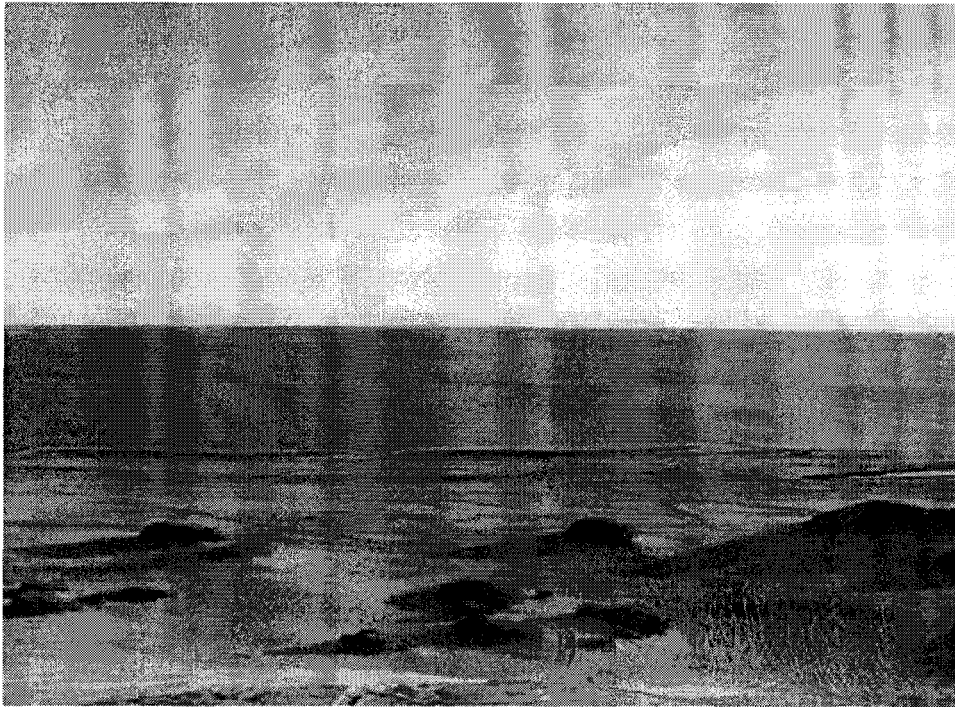
- New freeway from property to Rocky Point
- Rocky Point will be less than 45 minutes away once the freeway is completed



- Shot from above of the new freeway



- Shot from above the property
- Just south of the lighthouse is the start of Lot 5
- Lot 5 is 1.3 miles of beach front





- Santa Clara border is only .88 miles from Lot 5
- Santa Clara is going through major changes due to the high interest in the area

Regulation D

Investor:

Thank you for taking the time to read through our project on Lot 5. Tri-Core Mexico Land Development LLC has created an opportunity for its investors, the offer is as follows:

- The total offering is for : \$3,500,000
- The total unit offering is: 700 units
- The minimum purchase is: 1 unit
- The unit price per unit is: \$5,000
- The Annual Rate of Return is: 80%
- The maturity date is: 24 months
- The redemption at maturity is per unit is: \$16,200



Memorandum

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

Tri-Core Mexico Land Development, LLC
An Arizona Limited Liability Company

\$3,500,000

\$5,000 per Promissory Note (Unit)
MINIMUM PURCHASE - 1 Promissory Note
80% Annual Rate of Return, Paid At Maturity
Maturity Date: 24 months
Redemption at Maturity - \$16,200 per Unit

Tri-Core Mexico Land Development, LLC, an Arizona Limited Liability Corporation (hereinafter referred to as the "COMPANY"), is offering by means of this Confidential Private Placement Memorandum a maximum of Seven Hundred (700) Secured Promissory Notes ("Notes") at an offering price of Five Thousand (\$5,000) Dollars per Note, for a maximum total of Three Million and Five Hundred Thousand Dollars (\$3,500,000), to qualified investors who meet the Investor Suitability Requirements set forth herein (see "INVESTOR SUITABILITY REQUIREMENTS"). Each investor must agree to purchase the Notes, as a lender to the Company, for investment purposes only, and execute a Subscription Agreement in the form contained in the accompanying Subscription Booklet (see "TERMS OF THE OFFERING").

THESE SECURITIES ARE SPECULATIVE AND INVESTMENT
IN THE NOTES INVOLVES A DEGREE OF RISK
(SEE "RISK FACTORS")

	Offering Price	Selling Commissions	Proceeds to Company
Per Unit	\$5,000	\$800	\$4,200
Maximum Units	\$3,500,000	\$350,000	\$3,150,000

TRI-CORE MEXICO LAND DEVELOPMENT, LLC
8840 E. Chaparral Road, Suite 150
Scottsdale, AZ 85250
Telephone: (480) 366-3200
Facsimile: (480) 346-3201

- Regulation Ds are very safe investment tools to raise capital
- Regulation Ds provide full disclosure to the investor and offer a practical vehicle for investing in Tri-Core Mexico Land Development LLC

What is a Regulation D Offering?

Regulation D is a regulation of the U.S. Securities and Exchange Commission, and is also a term for an investment strategy, mostly associated with hedge funds, based upon that regulation.

Regulation D, also known as "Reg D," exempts certain offerings of equity from many of the regulatory requirements that impose costs upon standard public offerings. A Reg D offering is intended to make access to the capital markets possible for small companies that could not otherwise bear those costs.

Regulation D

Regulation D establishes three exemptions from Securities Act registration. Let's address each one separately.

Rule 504

Rule 504 provides an exemption for the offer and sale of up to \$1,000,000 of securities in a 12-month period. Your company may use this exemption so long as it is not a blank check company and is not subject to Exchange Act reporting requirements. Like the other Regulation D exemptions, in general you may not use public solicitation or advertising to market the securities and purchasers receive "restricted" securities, meaning that they may not sell the securities without registration or an applicable exemption. However, you can use this exemption for a public offering of your securities and investors will receive freely tradable securities under the following circumstances:

You register the offering exclusively in one or more states that require a publicly filed registration statement and delivery of a substantive disclosure document to investors; You register and sell in a state that requires registration and disclosure delivery and also sell in a state without those requirements, so long as you deliver the disclosure documents mandated by the state in which you registered to all purchasers; or, You sell exclusively according to state law exemptions that permit general solicitation and advertising, so long as you sell only to "accredited investors," a term we describe in more detail below in connection with Rule 505 and Rule 506 offerings. Even if you make a private sale where there are no specific disclosure delivery requirements, you should take care to provide sufficient information to investors to avoid violating the antifraud provisions of the securities laws. This means that any information you provide to investors must be free from

false or misleading statements. Similarly, you should not exclude any information if the omission makes what you do provide investors false or misleading.

Rule 505

Rule 505 provides an exemption for offers and sales of securities totaling up to \$5 million in any 12-month period. Under this exemption, you may sell to an unlimited number of "accredited investors" and up to 35 other persons who do not need to satisfy the sophistication or wealth standards associated with other exemptions. Purchasers must buy for investment only, and not for resale. The issued securities are "restricted." Consequently, you must inform investors that they may not sell for at least a year without registering the transaction. You may not use general solicitation or advertising to sell the securities.

An "accredited investor" is:

a bank, insurance company, registered investment company, business development company, or small business investment company; an employee benefit plan, within the meaning of the Employee Retirement Income Security Act, if a bank, insurance company, or registered investment adviser makes the investment decisions, or if the plan has total assets in excess of \$5 million; a charitable organization, corporation or partnership with assets exceeding \$5 million; a director, executive officer, or general partner of the company selling the securities; a business in which all the equity owners are accredited investors; a natural person with a net worth of at least \$1 million; a natural person with income exceeding \$200,000 in each of the two most recent years or joint income with a spouse exceeding \$300,000 for those years and a reasonable expectation of the same income level in the current year; or a trust with assets of at least \$5 million, not formed to acquire the securities offered, and whose purchases are directed by a sophisticated person. It is up to you to decide what information you give to accredited investors, so long as it does not violate the antifraud prohibitions. But you must give non-accredited investors disclosure documents that generally are the same as those used in registered offerings. If you provide information to accredited investors, you must make this information available to the non-accredited investors as well. You must also be available to answer questions by prospective purchasers.

Here are some specifics about the financial statement requirements applicable to this type of offering:

Financial statements need to be certified by an independent public accountant; If a company other than a limited partnership cannot obtain audited financial statements without unreasonable effort or expense, only the company's balance sheet, to be dated within 120 days of the start of the offering, must be audited; and Limited partnerships unable to obtain required financial statements without unreasonable effort or expense may furnish audited financial statements prepared under the federal income tax laws.

Rule 506 As we discussed earlier, Rule 506 is a "safe harbor" for the private offering exemption. If your company satisfies the following standards, you can be assured that you are within the Section 4(2) exemption:

You can raise an unlimited amount of capital; You cannot use general solicitation or advertising to market the securities; You can sell securities to an unlimited number of accredited investors (the same group we identified in the Rule 505 discussion) and up to 35 other purchasers. Unlike Rule 505, all non-accredited investors, either alone or with a purchaser representative, must be sophisticated - that is, they must have sufficient knowledge and experience in financial and business matters to make them capable of evaluating the merits and risks of the prospective investment; It is up to you to decide what information you give to accredited investors, so long as it does not violate the antifraud prohibitions. But you must give non-accredited investors disclosure documents that generally are the same as those used in registered offerings. If you provide information to accredited investors, you must make this information available to the non-accredited investors as well; You must be available to answer questions by prospective purchasers; Financial statement requirements are the same as for Rule 505; and Purchasers receive "restricted" securities. Consequently, purchasers may not freely trade the securities in the secondary market after the offering.

E. Accredited Investor Exemption - Section 4(6) of the Securities Act exempts from registration offers and sales of securities to accredited investors when the total offering price is less than \$5 million.

The definition of accredited investors is the same as that used in Regulation D. Like the exemptions in Rule 505 and 506, this exemption does not permit any form of advertising or public solicitation. There are no document delivery requirements. Of course, all transactions are subject to the antifraud provisions of the securities laws.

Articles of Interest on the Area

<http://www.tucsoncitizen.com/ss/local/16026>

<http://www.azstarnet.com/sn/business/74352.php>

http://www.rockypointmexicoinvestments.com/blogs/robin_miller/archive/2007/7/9/no-more-missed-opportunitites.aspx

Principals & Development Team

Principals & Development Team

Principal Owners:

Tri-Core Mexico Land Development LLC

James L. Stevens - Principal and Planning Director

Vince Gibbons - Principal and Director of Development and Engineering

Sylvia Torres Corrilla - Principal, Director of Marketing and Project Facilitator

Phone: 480-346-3200 Fax: 480-346-3201

8840 E. Chaparral, Suite 145 - Scottsdale, Arizona 85250

Development Team:

Tri-Core Business Development LLC

Jason Todd Mogler - President

Jim Hinkeldey - Independent Consultant

Jon Halliday - Presenter

Amy Bridges - Presenter

Phone: 480-346-3200 Fax: 480-346-3201

8840 E. Chaparral, Suite 145 - Scottsdale, Arizona 85250

July 23, 2007

[INVESTOR REQUEST LOT 5]

NOTES:

3/11/2008

Dennis Narciso
Tri-Core Companies LLC
8840 East Chaparral Road – Suite 150
Scottsdale, Arizona 85250



Mr. Harry C. Wong
[Redacted]
[Redacted] Arizona [Redacted]

Dear Mr. Wong:

Enclosed please find two copies of the corrected Confidential Private Placement Memorandums that reflect your investment amount of \$200,000. **Please review the Confidential Private Placement Memorandums (PPM) and complete the following:**

1. Sign the Acknowledgment of review of the PPM on Page 20.
2. Circle the applicable trust status ("is not") on Page A13.
3. Sign on the "Signature of Authorized Representative" line on Page A13.
4. Initial the applicable Investor Status on Page A14, and if filing as an "Accredited Investor," please check the appropriate box on Pages A13-A15.
5. Sign and Date at the bottom of Page B4 of the Promissory Note.
6. **Note:** You do not need to complete the Investor Suitability questionnaire since I already have your completed one here at the office and can simply insert it into the company copy.
7. Please sign and date the enclosed, corrected PENSCO Trust forms.

Once you have completed and signed the Memorandums, please remove the plastic tabs from your copy and stick them to the inside front cover of our copy (ours is the one with the completed Investor Suitability Questionnaire section). Return the completed and signed copy and PENSCO forms to us using the enclosed pre-paid return envelope, and keep the other copy for your personal records. Once I receive the completed and signed copy of the PPM and confirmation from you to proceed with sending the paperwork to PENSCO, I will go ahead and send the requested paperwork out to them to complete the funding of your investment.

If you have any further questions regarding this signing, please do not hesitate to contact me at the number listed below. We thank you again for your investment with Tri-Core Companies.

Best Regards,

Dennis Narciso
Production Consultant
Tri-Core Companies LLC
(480) 346-3200 x. 211
Dennis@TriCoreWorld.com

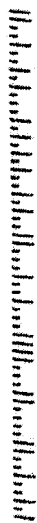
ACC010922
FILE #8337

Tri-Core Business Development
8800 E. Chaparral Rd.
Suite 270
Scottsdale, AZ 85250

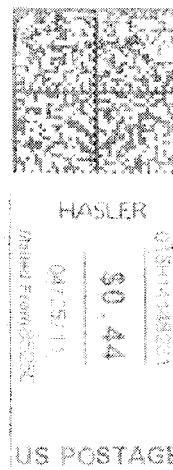
Harry C. Wong

AZ

8525536410



*Signed + returned
Sat 4/30/11*



ACC010977
FILE #8337

04/20/2011

Dear Investor:

Enclosed you will find a Letter of Extension for your investment in Lot 5 through Tri-Core Mexico Land Development LLC signed by me.

If you agree to this extension, please sign and return it in the postage paid envelope that is also enclosed by May 15, 2011. If the letter is not received by this date it will be assumed that you are not agreeing to the extension.

Please contact me with any questions and thank you very much for your patience.

Sincerely,



James L. Stevens
President and Managing Partner
Tri-Core Mexico Land Development LLC

(702) 810-5106

jlexstevens@gmail.com

Amendment to Contract

As of March 31, 2011, the contract between **Tri-Core Mexico Land Development** and

Harry C. Wong signed and dated 03/03/2008 is changed as follows:

This contract is extended beyond the original 24 month period. During the extension period your principal monies will be earning interest at 20% simple interest per annum. This extension is in force until replaced by another amendment or funds are paid in full.

All other terms and conditions stated in your promissory note dated 03/03/2008, except for the above noted maturity date extension and interest rate modification for extended maturity period only, shall remain in full force and effect.

All other terms and conditions except as noted above as stated in the Tri-Core Mexico Land Development LLC Private Placement Memorandum dated May 1, 2007 remains in full force and effect.

Signed and Agreed:

James L. Stevens Representative of: Tri-Core Mexico Land Development LLC

signature 

Title: President & Managing Partner

Date: April 21, 2011

Harry C. Wong

signature 

Title: Investor

Date: April 30, 2011



CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

**PLEASE RETURN ONE COPY TO US IN
THE PROVIDED RETURN PACKAGING.**





Memorandum#: D. Hickok (Lot 5)

Referral: G. Garcia

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

Tri-Core Companies, LLC
An Arizona Limited Liability Company

\$3,500,000

\$5,000 per Promissory Note (Unit)
MINIMUM PURCHASE - 1 Promissory Note
80% Rate of Return, Compounded Annually; Paid At Maturity
Maturity Date: 24 months
Redemption at Maturity - \$16,200 per Unit

Tri-Core Companies, LLC, an Arizona Limited Liability Company (hereinafter referred to as the "COMPANY"), is offering by means of this Confidential Private Placement Memorandum a maximum of Seven Hundred (700) Secured Promissory Notes ("Notes") at an offering price of Five Thousand (\$5,000) Dollars per Note, for a maximum total of Three Million and Five Hundred Thousand Dollars (\$3,500,000), to qualified investors who meet the Investor Suitability Requirements set forth herein (see "INVESTOR SUITABILITY REQUIREMENTS"). Each Investor must agree to purchase the Notes, as a lender to the Company, for investment purposes only, and execute a Subscription Agreement in the form contained in the accompanying Subscription Booklet (see "TERMS OF THE OFFERING").

**THESE SECURITIES ARE SPECULATIVE AND INVESTMENT
IN THE NOTES INVOLVES A DEGREE OF RISK
(SEE "RISK FACTORS")**

	Offering Price	Selling Commissions	Proceeds to Company
Per Unit	\$5,000	\$500	\$4,500
Maximum Units	\$3,500,000	\$350,000	\$3,150,000

Tri-Core Companies, LLC
8840 E. Chaparral Road, Suite 150
Scottsdale, AZ 85250
Telephone: (480) 356-3200
Facsimile: (480) 346-3201

Tri-Core Companies LLC

(877) 527-6698

TRI_C007683

The date of this Private Placement Memorandum is February 1, 2008

Tri-Core Companies LLC

(877) 527-6698

TRI_C007684

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IMPORTANT NOTICES

This Confidential Private Placement Offering Memorandum ("Memorandum") is submitted to you on a confidential basis solely for the purpose of evaluating the specific transaction described herein. This information shall not be photocopied, reproduced, or distributed to others without the prior written consent of Tri-Core Companies, LLC ("Company"). If the recipient determines not to purchase any of the Notes offered hereby, it will promptly return all material received in connection herewith without retaining any copies.

DISCLAIMERS

THE NOTES OFFERED HEREBY IN THIS OFFERING MEMORANDUM HAVE NOT BEEN REGISTERED WITH, OR APPROVED, BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION, NOR HAVE SUCH NOTES OR THIS MEMORANDUM BEEN FILED WITH OR REVIEWED BY THE ATTORNEY

GENERAL OF ANY STATE OR THE SECURITIES REGULATORY AUTHORITY OF ANY STATE. THIS OFFERING IS BASED ON THE EXEMPTION FROM SUCH REGISTRATION AS SET FORTH IN §4(2) AND RULE 506 OF REGULATION D OF THE SECURITIES ACT OF 1933, AS AMENDED.

THE INVESTMENT DESCRIBED IN THIS MEMORANDUM INVOLVES RISKS, AND IS OFFERED ONLY TO INDIVIDUALS WHO CAN AFFORD TO ASSUME SUCH RISK FOR AN INDEFINITE PERIOD OF TIME AND WHO AGREE TO PURCHASE THE NOTES ONLY FOR INVESTMENT PURPOSES AND NOT WITH A VIEW TOWARD THE TRANSFER, RESALE, EXCHANGE OR FURTHER DISTRIBUTION THEREOF. THERE WILL BE NO PUBLIC MARKET FOR THE NOTES ISSUED PURSUANT TO THIS OFFERING MEMORANDUM. THE RESALE OF THE NOTES IS LIMITED BY FEDERAL AND STATE SECURITIES LAWS AND IT IS THEREFORE RECOMMENDED THAT EACH POTENTIAL INVESTOR SEEK COUNSEL SHOULD THEY DESIRE MORE INFORMATION.

THE PRICE OF THE NOTES AS DESCRIBED IN THIS OFFERING MEMORANDUM HAS BEEN ARBITRARILY DETERMINED BY THE SPONSORS OF THIS INVESTMENT, AND EACH PROSPECTIVE INVESTOR SHOULD MAKE AN INDEPENDENT EVALUATION OF THE FAIRNESS OF SUCH PRICE UNDER ALL THE CIRCUMSTANCES AS DESCRIBED IN THE ATTACHED OFFERING MEMORANDUM.

NO PERSON IS AUTHORIZED TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATION IN CONNECTION WITH THIS MEMORANDUM, EXCEPT SUCH INFORMATION AS IS CONTAINED OR REFERENCED IN THIS MEMORANDUM. ONLY INFORMATION OR REPRESENTATIONS CONTAINED OR REFERENCED HEREIN MAY BE RELIED UPON AS HAVING BEEN MADE BY THE COMPANY. PROSPECTIVE INVESTORS WHO HAVE QUESTIONS CONCERNING THE TERMS AND CONDITIONS OF THIS PRIVATE OFFERING MEMORANDUM OR WHO DESIRE ADDITIONAL INFORMATION OR DOCUMENTATION TO VERIFY THE INFORMATION CONTAINED HEREIN SHOULD CONTACT THE COMPANY. PROJECTIONS OR FORECASTS CONTAINED IN THIS PRIVATE OFFERING MEMORANDUM, OR OTHER MATERIALS, MUST BE VIEWED ONLY AS ESTIMATES. ALTHOUGH ANY PROJECTIONS CONTAINED IN THIS MEMORANDUM ARE BASED UPON ASSUMPTIONS WHICH THE COMPANY BELIEVES TO BE REASONABLE, THE ACTUAL PERFORMANCE OF THE COMPANY MAY DEPEND UPON FACTORS BEYOND THE CONTROL OF THE COMPANY. NO ASSURANCE CAN BE GIVEN THAT THE COMPANY'S ACTUAL PERFORMANCE WILL MATCH ITS INTENDED RESULTS.

1. SUMMARY OF THE OFFERING

THE FOLLOWING SUMMARY IS QUALIFIED IN ITS ENTIRETY BY MORE DETAILED INFORMATION THAT MAY APPEAR ELSEWHERE IN THIS PRIVATE PLACEMENT MEMORANDUM. EACH PROSPECTIVE INVESTOR IS URGED TO READ THIS PRIVATE OFFERING MEMORANDUM IN ITS ENTIRETY.

Tri-Core Companies, LLC (the "Company") was formed on August 29, 2007 as an Arizona Limited Liability Company. The Company is in the business of Land Acquisition and Development.

The Securities offered are Seven Hundred (700) Notes issued by the Company at Five Thousand (\$5,000) Dollars per Note, payable in cash at the time of subscription (see "Exhibit "B" for copy of Promissory Note). The minimum purchase is one (1) Note. The Notes have an annual rate of return of eighty (80%) percent interest, compounded annually. The return will be paid at maturity, with a maturity date of twenty-four (24) months from the Commencement Date of each Note. The Notes offered pursuant to this Private Placement Memorandum will be secured by the property being purchased.

None of the Notes are convertible to Membership Units, or other type of equity, in the Company. The Principal may be prepaid, at the sole discretion of the Company, without a prepayment penalty. This offering will commence on February 1, 2008, and will terminate no later than February 1, 2010, unless extended by the Company (see "TERMS OF THE OFFERING").

The gross proceeds of the offering will be a maximum of Three Million Five Hundred Thousand (\$3,500,000) Dollars. The use of the proceeds is to purchase a water front subdivision in San Luis Rio Colorado, Sonora, Mexico as described herein (see "USE OF PROCEEDS").

2. THE COMPANY

Tri-Core Companies, LLC (the "Company") was formed on August 29, 2007, as an Arizona Limited Liability Company. At the date of this offering, One Thousand (1,000) of the Company's Membership Units were authorized, with Nine Hundred (900) membership units issued and outstanding. The Company is in the business of construction management, land acquisition, and development.

2.1 OPERATIONS

The Company is in the business of construction management, land acquisition, and development, specializing in beach front properties along the coast of upper Sonora. SEE "EXHIBIT D - BUSINESS PLAN."

2.2 BUSINESS PLAN

Tri-Core Companies' Business Plan, included as Exhibit D of this

Memorandum, and was prepared by the Company using assumptions set forth in the Business Plan, including several forward looking statements. Each prospective investor should carefully review the Business Plan before purchasing Notes. Management makes no representations as to the accuracy or achievability of the underlying assumptions and projected results contained herein.

3. MANAGEMENT

3.1 LLC MANAGERS

The success of the company is dependent upon the services and expertise of existing management. At the present time, three individuals are actively involved in the management of the Company:

Jason Todd Mogler - President and General Partner

Jason Todd Mogler is a principal partner in Tri-Core Companies LLC, Tri-Core Business Development LLC, Tri-Core Business Development 2 LLC, and Tri-Core Lending, Inc., as well as the President of MyCreditStore dba LenderSquare, Inc. which has been a profitable business since 1997.

Mr. Mogler has an impressive academic resume at Arizona State University where he holds a Bachelor of Science degree with a major in marketing and a minor in psychology. His master studies with Thunderbird American Graduate School of International Management give him an international understanding of business strategies and marketing position. His practical work experience as the Director of Construction Lending for the Royal Bank of Canada gives him thorough knowledge of construction lending and banking operations.

Mr. Mogler has a very long reputation for honest business practices and fair dealings with all people both personally and professionally.

Vince Gibbons - Vice-President and Director of Development and Engineering

Vince Gibbons has over 22 years of civil engineering experience domestically and internationally. His expertise encompasses due diligence, master planning, feasibility studies, design and contract document preparation for private development, commercial, water, transportation, airport, flood control, storm drain, and sewer projects. Additional professional skills include total project management, design build, construction management, shop drawing review, inspection, cost estimates, and budget and schedule control. Mr. Gibbons is proficient in managing multi-disciplined teams and large projects for private developers and public agencies, as well as smaller more detailed oriented projects. He has earned a reputation for being quality conscious, and for "going the extra mile" to complete projects on time and within budget. He has worked

on a wide variety of projects in the states of Arizona, Utah, Colorado, Nevada, and New Mexico, and in the countries of Panama and Mexico, and is very familiar with the requirements and criteria of each associated governing entity. This broad experience has provided him with an extensive base of knowledge that allows him to develop innovative and cost effective solutions for a myriad of situations.

Mr. Gibbons has owned and operated Tri-Core Engineering for over 9 years. Tri-Core Engineering currently has offices in Arizona, Colorado, and Nevada and is registered in Panama. With a staff of 35 highly qualified and diversified individuals and professionals, Tri-Core Engineering has the ability to offer its clients a wide range of services and expertise. Mr. Gibbons functions as owner, president, and project manager of various endeavors. He and his staff are committed to ensuring that every project is completed to the highest level of accuracy and completeness, and that each client is provided with the individual attention and service they require.

Jim Hinkeldey - Vice-President

Jim Hinkeldey possesses thirty-five years of banking and financial experience including portfolio management, joint venture management, and all aspects of the mortgage banking profession for select regional New York banks.

Mr. Hinkeldey headed the Joint Venture division at Richmond Hill Savings Bank in New York. Accordingly, his scope of work entailed the project feasibility and running of day-to-day operations both in the field and office. He was responsible for land acquisition through project conclusion which included the delivery of completed developments in a timely and cost efficient, profitable manner. He reported directly to the Board of Directors.

Mr. Hinkeldey also managed a mortgaged backed portfolio. He successfully rearranged the structure of the portfolio to meet asset/liability re-pricing demands. His concept creation resulted in a portfolio that met re-pricing sensitivity models while delivering positive bottom line results.

Throughout Mr. Hinkeldey's career, he remained active in the mortgage banking profession in both residential and commercial properties. He was responsible for running a lending network of 15 branches.

Mr. Hinkeldey's business philosophy is based on total enterprise engagement, accountability, and the deliverability of profitable projects. Mr. Hinkeldey's philosophy is that the client and his investment or requirements come first and are paramount to each success.

Presently, Mr. Hinkeldey is the Principal Partner of Real Impact LLC., a select group of investors specializing in the acquisition of residential and commercial properties. In this role, he is responsible for the selection of investment properties and overseeing any corrective construction required prior to sale or rental of the property.

Mr. Hinkeldey's educational background consists of a degree in Banking and Money Management from Adelphi University, Long Island, New York. He also holds a three year specialized degree in real estate finance from the Mortgage Bankers of America which he received from Northwestern University. He attended numerous programs for finance, real estate, and management at New York University and Wharton Business School.

The management team may be further developed and expanded with qualified and experienced executives, professionals and consultants, as the Company matures and grows.

4. TERMS OF THE OFFERING

4.1 GENERAL TERMS OF THE OFFERING

This Private Offering Memorandum is offering a maximum of Seven Hundred (700) Notes at Five Thousand (\$5,000) Dollars per Note, for a maximum of Three Million Five Hundred Thousand (\$3,500,000) Dollars to a select group of Investors who satisfy the Investor Suitability Requirements (see "**INVESTOR SUITABILITY REQUIREMENTS**"). The Company has the authority to sell fractional Notes at its sole discretion.

4.2 MINIMUM OFFERING AMOUNT - HOLDING ACCOUNT

The Company has established an Investment Holding Account with Wells Fargo Bank into which the offering proceeds will be placed. No minimum offering amount has been established before such proceeds will be released from the holding account and utilized by the Company.

4.3 NONTRANSFERABILITY OF NOTES

The Notes have not been registered with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Securities Act"), and are being offered in reliance upon an exemption under §4(2) and Rule 506 of Regulation D of the Securities Act, as amended, and rules and regulations hereunder. The Notes have not been registered under the securities laws of any state and will be offered pursuant to an exemption from registration in each state. A purchaser may transfer or dispose of the Note only if such Notes are subsequently registered under the Securities Act, or if an exemption from registration is available, and pursuant to an opinion of counsel acceptable to the Company and its counsel to the effect that the Notes may be transferred without violation of the registration requirements of the Securities Act or any other securities laws.

4.4 CLOSING OF THE OFFERING

The Notes are offered and closed only when a properly completed Subscription Agreement (**Exhibit A**); Note (**Exhibit B**), and Investor Questionnaire (**Exhibit C**) are submitted by the investing Subscriber or his/her Investor Representatives and are received and accepted by the Company. The Subscription Agreement as submitted by an investing Subscriber or his/her Investor Representatives shall be binding once the Company signs the Subscription Agreement, Note and the funds delivered by the potential Investor to the Company with the Subscription Agreement has been cleared by the financial institution in which they are deposited by the Company. The Notes will be delivered to qualified Investors upon acceptance of their subscriptions. All funds collected from investing Subscribers will be deposited in a designated account under the control of the Company. Investors subscribing to the Notes may not withdraw or revoke their subscriptions at any time prior to acceptance by the Company, except as provided by certain state laws, or if more than thirty (30) days have passed after receipt of the Subscription Agreement by the Company without the Company accepting the Investor's funds and delivering all applicable documents to such Investor. The proceeds of this Offering will be used only for the purpose set forth in this Private Offering Memorandum (see "**USE OF PROCEEDS**").

The Company may close in whole or in part or terminate this Offering under any of the following conditions:

1. Upon receipt of the maximum offering subscription amount of Three Million Five Hundred Thousand (\$3,500,000) Dollars
2. Notwithstanding the above, this offer shall terminate one (1) year from the date of this Private Placement Memorandum; or on such later date not exceeding thirty (30) days thereafter to which the Company, in its sole discretion, may extend this Offering.

5. PLAN OF DISTRIBUTION

5.1 OFFERING OF NOTES

The Notes will be offered to prospective lenders by Officers and Directors of the Company and qualified licensed personnel, pursuant to State and Federal security rules and regulations. This Offering is made solely through this Private Placement Memorandum and without any form of general solicitation or advertising. The Company and its Officers and Directors or other authorized personnel will use their best efforts during the Offering period to find eligible Investors who desire to subscribe to the Notes in the Company. These Notes are offered on a "best efforts" basis, and there is no assurance that any or all of the Notes will be closed. The Company has the authorization to offer fractional Notes at its sole discretion. The Offering period will begin as of the date of this

private Offering Memorandum and will close upon the happening of such occurrences as defined herein (see **"TERMS OF THE OFFERING"**).

5.2 PAYMENTS TO BROKER DEALERS OR INVESTMENT ADVISORS

The Company has the power to pay fees or commissions to qualified Broker Dealers, Registered Investment Advisors or any other person qualified under other applicable federal and state security laws.

6. DESCRIPTION OF NOTES

6.1 NOTES

The Company is offering Seven Hundred (700) Notes of the Company to potential investors at Five Thousand (\$5,000) Dollars per Note, payable in cash at the time of the subscription. The minimum purchase is one (1) note. The Notes will have a rate of return of eighty (80%) percent interest, compounded annually, with a maturity date of twenty-four (24) months from the Commencement Date of each Note. Interest shall be paid at maturity (24 months). All principal shall be paid at maturity. Principal with accrued interest may be prepaid at the sole discretion of the Company, without a prepayment penalty at any time. The Notes will be issued in the form attached hereto and incorporated herein by reference as though set forth in full herein as **Exhibit B**.

6.2 SECURITY FOR PAYMENT OF THE NOTES

The Notes being offered by the Company in this Private Placement Offering are secured by the land Tri-Core Companies LLC purchases. Tri-Core Companies LLC will establish an administration account which will hold the deed to the property until all note holders will be paid in full.

6.3 REPORTS TO NOTEHOLDERS

The Company will furnish annual un-audited reports to its Note holders ninety (90) days after its fiscal year. The Company may issue other interim reports to its Note holders as it deems appropriate. The Company's fiscal year ends on December 31st of each year.

7. USE OF PROCEEDS

The gross proceeds of the Offering will be a maximum of Three Million Five Hundred Thousand (\$3,500,000) Dollars. The table below sets forth the use of proceeds for both the maximum and minimum offering amounts.

Sources

	Maximum Amount	Percent of Proceeds
Proceeds From Sale of Notes	\$3,500,000	100%

Application of Proceeds

Offering Expenses (1)	\$350,000	10.00%
Commissions (2)	\$350,000	10.00%
Total Offering Expenses & Fees	\$700,000	20.00%
Net Offering Proceeds	\$2,800,000	80.00%
Land Purchase	\$2,225,000	63.57%
Engineering	\$350,000	10.00%
Marketing	\$200,000	5.72%
Web Site Development	\$25,000	0.71%
Total Application of Proceeds	\$3,500,000	100%

Footnotes:

(1) Includes estimated memorandum preparation, filing, printing, legal, accounting and other fees and expenses related to the Offering

(2) This Offering is being sold by the officers and directors of the Company, who will not receive any compensation for their efforts. No sales fees or commissions will be paid to such officers or directors. Notes may be sold by registered brokers or dealers who are members of the NASD and who enter into a Participating Dealer Agreement with the Company. Such brokers or dealers may receive commissions up to ten percent (10%) of the price of the Notes sold.

8. CAPITALIZATION STATEMENT

8.1 CAPITALIZATION PRIOR TO AND AFTER THE OFFERING

The following table summarizes the capitalization of the Company prior to, and as adjusted to reflect, the issuance and sale of the maximum of Seven Hundred (700) Notes or Three Million Five Hundred Thousand (\$3,500,000) Dollars.

	AS ADJUSTED 08/29/07	AFTER THE OFFERING
Notes	<u>-0-</u>	<u>\$3,500,000</u>
Membership Units \$.01 par value, 1,000 Units authorized, 1000 Units issued and outstanding	\$100	\$100
Net Shareholders' Equity	\$100	\$100
TOTAL CAPITALIZATION	<u>\$100</u>	<u>\$3,500,100</u>

9. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

9.1 RESULTS OF OPERATIONS

The Company is a development stage company and has not yet commenced its principal operations.

9.2 LIQUIDITY AND CAPITAL RESOURCES

The Company's liquidity and capital resources are dependent on its ability to raise sufficient capital to pay for the purchase price of the Promissory Notes.

10. CERTAIN TRANSACTIONS

10.1 ARIZONA LIMITED LIABILITY COMPANY

Tri-Core Companies, LLC is a privately held Arizona Limited Liability Company, incorporated on August 29, 2007.

10.2 PRIVATE OFFERING OF NOTES

The Company is authorized to offer in this private offering, up to Three Million Five Hundred Thousand (\$3,500,000) Dollars of Notes to selected investors, effective on February 1, 2008.

11. FIDUCIARY RESPONSIBILITIES OF THE DIRECTORS AND OFFICERS OF THE COMPANY

11.1 GENERAL

The Principals, Officers, and Directors of the Company are accountable to the Company as fiduciaries and such Principals, Officers and Directors are required to exercise good faith and integrity in managing the Company's affairs and policies. Each Note Holder of the Company, or their duly authorized representative, may inspect the books and records of the Company at any time during normal business hours. A Note Holder may be able to bring an action on behalf of himself in the event the Note Holder has suffered losses in connection with the purchase or sale of the Note(s) in the Company, due to a breach of fiduciary duty by an Officer or Director of the Company, in connection with such sale or purchase, including the misrepresentation or misapplication by any such Officer or Director of the proceeds from the sale of these Notes, and may be able to recover such losses from the Company.

11.2 INDEMNIFICATION

Indemnification is permitted by the Company to directors, officers, or controlling persons pursuant to Arizona law. Indemnification includes expenses, such as attorneys' fees and, in certain circumstances, judgments, fines and settlement amounts actually paid or incurred in connection with actual or threatened actions, suits or proceedings involving such person and arising from their relationship with the Company, except in certain circumstances where a person is adjudged to be guilty of gross negligence or willful misconduct, unless a court of competent jurisdiction determines that such indemnification is fair and reasonable under the circumstances.

12. RISK FACTORS

THIS INVESTMENT INVOLVES A DEGREE OF RISK. AN INDIVIDUAL CONTEMPLATING INVESTMENT IN THIS OFFERING SHOULD GIVE CAREFUL CONSIDERATION TO THE ELEMENTS OF THE RISK SUMMARIZED BELOW, AS WELL AS THE OTHER RISK FACTORS IDENTIFIED ELSEWHERE IN THIS PRIVATE OFFERING MEMORANDUM.

12.1 FORMATION OF THE COMPANY

The Company was formed on August 29, 2007. It is therefore subject to all the risks inherent in the creation of a new Company. Unforeseen expenses, complications, and delays may occur with a new Company.

12.2 CONTROL BY COMPANY

After completion of this offering, the Company will own one hundred percent (100%) of the issued and outstanding Membership Units. Such ownership will enable the Company to continue to elect all the Managers and to control the Company's policies and affairs. The Note Holders will not have any voting rights in the Company.

12.3 RELIANCE ON THE COMPANY FOR MANAGEMENT

All decisions with respect to the management of the Company will be made exclusively by the Principal Managers of the LLC. The Note Holders do not have the right or power to take part in the management of the Company. Accordingly, no person should purchase a Note unless he is willing to entrust all aspects of the management of the Company to existing Management.

12.4 LIMITED TRANSFERABILITY OF THE NOTES

The transferability of the Notes in this offering is limited, and potential investors should recognize the nature of their investment in the offering. It is not expected that there will be a public market for the Notes because there will be only a limited number of investors and restrictions of the transferability of Notes. The Notes have not been registered under the Securities Act of 1933, as amended, or qualified or registered under the securities laws of any state and, therefore, the Notes cannot be resold unless they are subsequently so registered or qualified or an exemption from such registration is available. The offering also contains restrictions on the transferability of the Notes. Accordingly, purchasers of Notes will be required to hold such Notes to maturity unless otherwise approved by the Company. The Company does not intend to register the Notes under the Securities Act of 1933.

12.5 CAPITALIZATION OF THE COMPANY

Prior to this offering, the Company was funded by cash. Independent of the amounts raised in this offering the Company does not have any other assets available to use to pay principal or interest on the Notes.

12.6 REGULATIONS

The Company is subject to various federal and state laws, rules and regulations governing, among other things, the licensing of, and procedures that must be followed by, mortgage owners and disclosures that must be made to consumer borrowers. Failure to comply with these laws may result in civil and criminal liability and may, in some cases, give consumer borrowers their right to rescind

their mortgage loan transactions and to demand the return of finance charges paid to the company. Because the Company's business is highly regulated, the laws, rules, and regulations applicable to the Company are subject to subsequent modification and change. The Company believes it is in full compliance with any and all applicable laws, rules and regulations both domestically and in Mexico.

13. PRINCIPAL SHAREHOLDERS

As of the date of this Offering, the Company has Nine Hundred (900) Membership Units issued and outstanding to Jason Todd Mogler (30%), Jim Hinkeldey (30%), and Vince Gibbons (30%).

14. HOW TO INVEST

An Investor who meets the qualifications as set forth in this Private Offering Memorandum may subscribe for at least the minimum purchase herein of One (1) Note (Five Thousand (\$5,000) Dollars) by carefully reading this entire Private Offering Memorandum and by then completing and signing a separately bound booklet. This booklet contains identical copies of the following exhibits contained in the Private Offering Memorandum, including:

Exhibit A INSTRUCTIONS TO SUBSCRIBERS and SUBSCRIPTION AGREEMENT: This contains complete instructions to Subscribers and should be read in its entirety by the prospective investor prior to investing. The Subscription Agreement must be signed by the Investor.

Exhibit B PROMISSORY NOTE: This Note will be signed by Tri-Core Companies, LLC.

Exhibit C INVESTOR QUESTIONNAIRE: This questionnaire requires a Subscriber to complete a financial history in order to aid the Company in the determination of the suitability of the Subscriber as a potential Investor. This questionnaire must be signed by the Investor.

Exhibit D Tri-Core Companies, LLC Business Plan

Copies of all the above referenced documents are included with this Private Placement Memorandum. For discussion of the actions of the Company upon receipt of a properly completed request to invest by a Subscriber, please see "**TERMS OF THE OFFERING.**" Such Investor should include his check made payable Tri-Core Companies, LLC, along with the SUBSCRIPTION AGREEMENT, NOTE, AND INVESTOR QUESTIONNAIRE. Delivery of the documents referred to above, together with a check to the Company should be addressed to the Company as follows: **Tri-Core Companies, LLC, 8840 E. Chaparral Road, Suite 150, Scottsdale, AZ 85250.**

15. INVESTOR SUITABILITY REQUIREMENTS

15.1 INTRODUCTION

Potential Investors should have experience in making investment decisions or such Investors should rely on their own tax consultants or other qualified investment advisors in making this investment decision.

15.2 GENERAL SUITABILITY

Each potential Investor will be required to represent the following by execution of a Subscription Agreement:

1. The Investor has such knowledge and experience in financial and business matters and is capable of evaluating the merits and risks of an investment in this Offering.
2. The Investor has the ability to bear the economic risk of this investment, has adequate means to provide for his, her, or its current needs and personal contingencies, has no need for liquidity in this investment and could afford the complete loss of the investment.
3. The Investor is acquiring the Note(s) for his, her or its own account for investment purposes only and not with a view toward subdivision, resale, distribution or fractionalization thereof, or for the account of others, and has no present intention of selling or granting any participation in, or otherwise distributing, the Note(s).
4. The Investor's overall commitment to invest in the Note(s) is not disproportionate to his, her, or its net worth and the investment in these Note(s) will not cause such overall commitment to become excessive.
5. The Investor has read and understands this Private Placement Memorandum and all its exhibits.

15.3 NONACCREDITED INVESTORS

Up to and including thirty-five (35) investing Subscribers may be accepted by the Company as suitable Investors if each such Subscriber has a net worth sufficient to bear the risk of losing his entire investment and meets the above "General Suitability Standards."

15.4 ACCREDITED INVESTORS

In addition to satisfying the "General Standards" as defined above, all but thirty-five (35) Subscribers for Shares must each satisfy one of the "Accredited Investors" economic suitability standards as defined below:

1. Any natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase exceeds One Million (\$1,000,000) Dollars;

2. Any natural person who had an individual income in excess of Two Hundred Thousand (\$200,000) Dollars in each of the two most recent years, or joint income with that person's spouse in excess of Three Hundred Thousand (\$300,000) Dollars in each of those years and has a reasonable expectation of reaching the same income level in the current year;

3. Any bank as defined in Section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act, whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934; any insurance company as defined in Section 2(a)(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company, as defined in Section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions, for the benefits of its employees if such plan has total assets in excess of Five Million (\$5,000,000) Dollars; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, (as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company or registered investment adviser) or if the employee benefit plan has total assets in excess of Five Million (\$5,000,000) Dollars if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

4. Any private business development company (as defined in Section 202(a)(22) of the Investment Advisers Act of 1940);

5. Any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered with total assets in excess of Five Million (\$5,000,000) Dollars;

6. Any director, executive officer or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;

7. Any trust, with total assets in excess of Five Million (\$5,000,000) Dollars, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii); and

8. Any entity in which all of the equity owners are Accredited Investors.

NOTE: Entities (a) which are formed for the purpose of investing in the Company, or (b) the equity owners of which have contributed additional capital for the purpose of investing in the Company, shall be "looked through" and each equity owner must meet the definition of an accredited investor in any of paragraphs 1, 2, 3, 4, 5, 6 or 7 above and will be treated as a separate subscriber who must meet all suitability requirements.

15.5 ACCEPTANCE OF SUBSCRIPTION AGREEMENT BY THE COMPANY

The Investor Suitability Requirements referred to in this section represent minimum requirements for potential investors. Satisfaction of these standards does not necessarily mean that participation in this Offering constitutes a suitable investment for such a potential investor or that the potential investors' Subscription will be accepted by the Company. The Company may, in fact, modify such requirements as circumstances dictate. All Subscription Agreements submitted by potential investors will be carefully reviewed by the Company to determine the suitability of the potential investor in this Offering. The Company may, in its sole discretion, refuse a Subscription in this Offering to any potential investor who does not meet the applicable Investor Suitability Requirements or who otherwise appears to be an unsuitable investor in this Offering. The Company will not necessarily review or accept a Subscription Agreement in the sequential order in which it is received. The Company also has the discretion to maximize the number of Accredited Investors in this Offering and, as a result, may accept less than thirty-five (35) Non-accredited investors in this Offering.

16. LITIGATION

The Company and its Principals have no lawsuits pending, no legal actions pending or judgments entered against the Company or its Principals and, to the best knowledge of the Company, no legal actions are contemplated against the Company and/or its Principals.

17. ADDITIONAL INFORMATION

Reference materials described in this Private Offering Memorandum are available for inspection at the office of the company during normal business hours. It is the intention of the Company that all potential Investors are given full access to such information for their consideration in determining whether to purchase the Notes being offered. Prospective Investors should contact the Company for access to information regarding the matters set forth or other information concerning the Company. Representatives of the Company will also answer all inquiries from potential Investors concerning the Company and any matters relating to its proposed operations or present activities. The Company will afford potential Investors and their representatives the opportunity to obtain any additional information reasonably necessary to verify the accuracy or the source of any representations or information contained in this Private Offering Memorandum. All contracts entered into by the Company are subject to modifications and the Company may make any changes in any such contracts as deemed appropriate in its best discretion. Such recent amendments may not be circulated to Subscribers prior to the time of closing this Offering. However, potential Investors and their representatives may review such material or make inquiry of the Company concerning any of these and any other matters of interest.

18. FORECASTS OF FUTURE OPERATING RESULTS

Any forecasts and proforma financial information which may be furnished by the Company to prospective Investors or which are part of the Company's business plan, are for illustrative purposes only and are based upon assumptions made by Management regarding hypothetical future events. There is no assurance that actual events will correspond with the assumptions or that factors beyond the control of the Company will not affect the assumptions and adversely affect the illustrative value and conclusions of any forecasts.

19. GLOSSARY OF TERMS

The following terms used in this Memorandum shall (unless the context otherwise requires) have the following respective meanings:

ACCEPTANCE. The acceptance by the Company of a prospective investor's subscription.

ACCREDITED INVESTORS. Those investors who meet the criteria set forth in "INVESTOR SUITABILITY REQUIREMENTS."

BROKER-DEALER. A person or firm licensed with the NASD, the SEC and with the securities or corporate commissions department of the state in which it sells investment securities and who may employ licensed agents for that purpose.

COMPANY. Refers to **TRI-CORE COMPANIES, LLC**, an Arizona Limited Liability Company.

NATIONAL ASSOCIATION OF SECURITIES DEALERS, INC. (NASD). A self-regulating body which licenses brokers and dealers handling securities offerings, reviews the terms of an offering's underwriting arrangements and advertising literature and, while not a governmental agency, acts as a review service watchdog to make sure that its regulations and those of the SEC are followed for the Investor's protection in offerings of securities.

NOTES. A Five Thousand (\$5,000) Dollar investment consisting of one (1) Promissory Note issued by **TRI-CORE COMPANIES, LLC**, an Arizona Limited Liability Company.

SECURITIES ACT OF 1933. A federal act regulated and enforced by the SEC that requires, among other things, the registration and use of a prospectus whenever a security is sold (unless the security or the manner of the Offering is expressly exempt from such registration process).

SECURITIES EXCHANGE ACT OF 1934. A federal act regulated and enforced by the SEC which supplements the Securities Act of 1933 and contains requirements which were designed to protect investors and to regulate the trading (secondary market) of securities. Such regulations require, among other things, the use of prescribed proxy statements when investors' votes are solicited; the disclosure of management and large shareholders' holding of securities; controls on the resale of such securities; and periodic (monthly, quarterly, annually) filing with the SEC of financial and disclosure reports of the Issuer.

SECURITIES AND EXCHANGE COMMISSION (SEC). An independent United States government regulatory and enforcement agency which supervises investment trading activities and registers companies and those securities which fall under its jurisdiction. The SEC also administers statutes to enforce disclosure requirements that were designed to protect investors in securities offerings.

SUBSCRIPTION DOCUMENTS. Consists of the Note, Subscription Agreement, Investor Questionnaire, and a check as payment for the Note(s) to be purchased submitted by each prospective Investor to the Company.

TERMINATION DATE. The earlier to occur of the date on which all Notes are sold or February 1, 2010.

20. ACKNOWLEDGEMENT

By signing below, the undersigned acknowledges that he/she has read and understood this entire Private Placement Memorandum.

Signature

Date

David Hickok
Print Name

CONFIDENTIAL

EXHIBIT A
SUBSCRIPTION AGREEMENT

Print Name of Subscriber: David Hickok

Amount Loaned: \$5,000.00

Number of Notes: One (1)

Tri-Core Companies, LLC

SUBSCRIPTION DOCUMENTS

**OFFERING OF A MAXIMUM OF SEVEN HUNDRED (700) SECURED PROMISSORY
NOTES**

FIVE THOUSAND (\$5,000) DOLLARS PER NOTE

February 1, 2008

SUBSCRIPTION INSTRUCTIONS
(Please read carefully)

Each subscriber for the Secured Promissory Notes, Five Thousand (\$5,000) Dollars per Note (the "Notes") of Tri-Core Companies, LLC, an Arizona Limited Liability Company ("the Company"), must complete and execute the Subscription Documents in accordance with the instructions set forth below. The completed documents should be sent to Tri-Core Companies, LLC, 8840 E. Chaparral Road, Suite 150, Scottsdale, AZ 85250.

Payment for the Securities should be made by check payable to the Company and enclosed with the documents as directed in Section III below.

- I. These Subscription Documents contain all of the materials necessary for you to purchase the Notes. This material is arranged in the following order:
 - Subscription Agreement
 - Promissory Note
 - Confidential Prospective Purchaser's Questionnaire
- II. All investors must complete in detail, date, initial, and sign the Subscription Documents where appropriate. All applicable sections must be filled in.
- III. Payment for the Notes must be made by check as provided below:

Please make your check payable, in the appropriate amount, for the number of Notes purchased (at Five Thousand (\$5,000) per Note), to **Tri-Core Companies, LLC**. Your check should be enclosed with your signed subscription documents.

All funds received from subscribers will be placed in a segregated Holding Account of the Company. Once the minimum offering amount has been reached the funds will be transferred to the Company's operating account and will be available for use.

IV **SPECIAL INSTRUCTIONS**

FOR CORPORATIONS. Include copy of Board resolution designating the corporate officer authorized to sign on behalf of the corporation, a Board resolution authorizing the investment, and financial statements.

FOR PARTNERSHIPS. Provide a complete copy of the partnership agreement, questionnaire, and financial statements for each General Partner.

FOR TRUSTS. Provide a complete copy of the instruments or agreements creating the trust, as amended to date.

Print Name of Subscriber: David Hickok

Amount Loaned: \$5,000.00

Number of Notes: One (1)

Subscription Agreement

To: Tri-Core Companies, LLC
8840 E. Chaparral Road - Suite 150
Scottsdale, AZ 85250

Gentlemen:

1. Subscription. The undersigned hereby subscribes for **One (1)** Note of Tri-Core Companies, LLC (the "Company"), an Arizona Limited Liability Company, and agrees to loan to the Company Five Thousand (\$5,000) Dollars per Note for an aggregate loan of **\$5,000.00** (the "Loan Amount") upon the terms and subject to the conditions (a) set forth herein, and (b) described in the Confidential Private Placement Memorandum ("Private Placement Memorandum") dated February 1, 2008, together with all exhibits thereto and materials included therewith, and all supplements, if any, related to this offering. The minimum loan is Five Thousand (\$5,000) Dollars, but the Company has the discretion to offer fractional Notes for loans less than the minimum.

2. Note Offering. The Company is offering a maximum of Seven Hundred (700) Notes at Five Thousand (\$5,000) Dollars per Note, with a minimum subscription of one (1) Note (the "Offering"). The maximum aggregate loan to the Company from this Offering will be Three Million Five Hundred Thousand (\$3,500,000) Dollars. The Offering is being made to a limited number of investors pursuant to an exemption available under the Securities Act of 1933 (the "Act"), specifically Rule 506 promulgated under Regulation D, and under certain other laws, including the securities law of certain states.

3. Documents to Be Delivered. The undersigned is delivering to the Company executed copies of this Subscription Agreement (the "Agreement"), the Note(s), Offeree Questionnaire, and all other applicable exhibits and documents (the "Subscription Documents"). The Subscription Documents should be delivered to Tri-Core Companies, LLC, at 8840 E. Chaparral Road, Suite 150, Scottsdale, AZ 85250. The undersigned understands and agrees that he or it will not become a "Holder" of the Note(s) and the Company shall not become a "Maker" of the Note(s) unless and until the Agreement and Note(s) are executed by the Company.

4. Making of Loan Amount. The undersigned, simultaneously with the delivery of the Subscription Documents to the Company, hereby tenders to the Company the Loan Amount by **check made payable to the order of Tri-Core Companies, LLC** in the amount indicated above.

5. Acceptance or Rejection of Subscription. The undersigned understands and agrees that the Company reserves the right, exercisable in its sole discretion, to accept or reject any subscription, in whole or in part, for any reason and that the undersigned will be notified by the Company as promptly as practicable as to whether his or its subscription has been accepted or rejected. If the undersigned's subscription is accepted, in whole or in part, by the Company, the Company will execute this Agreement and the Note(s) and return them to the undersigned. If this subscription is rejected by the Company, either in whole or in part, all funds, in the case of a rejection of the subscription in whole, or those funds representing the amount of the subscription not accepted by the Company, in the case of a rejection of the subscription in part, will be returned to the undersigned as promptly as practicable. If this subscription is rejected in whole by the Company, this Agreement shall be null, void and of no effect. The undersigned does not have the right to withdraw or revoke his or its subscription during the Offering period, except as provided by certain state laws, except that if more than thirty (30) days shall have passed from the date the Company received completed and executed Subscription Documents and the Loan Amount from the undersigned (the "Acceptance Period"), and the Company has not accepted the subscription during the Acceptance Period, the undersigned may withdraw his or its subscription at any time after the Acceptance Period up until such time that the Company subsequently decides, in its sole discretion, to accept the subscription in whole or in part.

6. Offering Period. The Company may close in whole or in part or terminate this Offering under any of the following conditions:

1. Upon receipt of the maximum offering subscription amount of Three Million Five Hundred Thousand (\$3,500,000) Dollars
2. Notwithstanding the above, this offer shall terminate one (1) year from the date of this Private Placement Memorandum; or on such later date not exceeding thirty (30) days thereafter to which the Company, in its sole discretion, may extend this Offering.

7. Closing of the Loan. The Note(s) subscribed for herein shall not be deemed made by the Company or held by the undersigned until this Agreement and the Note(s) have been countersigned by the Company, and until the funds delivered by the undersigned to the Company with the Subscription Documents have been deposited in the Holding Account and have been cleared by the applicable bank of the Company (the "Effective Date"). Upon the Effective Date, (a) the undersigned shall have loaned to the Company the Loan Amount, (b) the undersigned shall become the Holder and the Company shall become the Maker of the Note(s) subscribed for by the undersigned, and (c) both the undersigned and the Company shall be bound by the terms of the Private Placement Memorandum and the Subscription Documents and any other undertakings described herein.

8. Representations and Warranties.

- (a) The Company hereby represents and warrants as follows:

(i) The Company is a Limited Liability Company duly organized, validly existing and in good standing under the laws of the State of Arizona and has the requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now being conducted;

(ii) This Agreement constitutes the valid and binding obligation of the Company enforceable against the Company in accordance with its terms (except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or similar laws from time to time in effect which affect creditor's rights generally and by legal and equitable limitations on the availability of specific performance and other equitable remedies under or by virtue of this Agreement). The Company has all requisite power and authority, corporate and otherwise, to execute and deliver this Agreement and the Note(s) and to consummate the transactions contemplated hereby. All persons who have executed this Agreement and the Note(s) on behalf of the Company have been duly authorized to do so by all necessary corporate action. Neither the execution and delivery of this Agreement and the Note(s) nor the consummation of the transactions contemplated hereby will (A) violate any provision of the Certificate of Incorporation or Operating Agreement of the Company, as currently in effect; (B) violate any judgment, order, injunction, decree or award against, or binding upon, the Company or the securities, assets, properties, operations or business of the Company; or (C) violate any law or regulation applicable to the Company or to the securities, assets, properties, operations or business of the Company.

(b) In order to induce the Company to accept the subscription made hereby, the undersigned hereby represents and warrants to the Company as follows:

The undersigned has received the Private Placement Memorandum and the Subscription Documents. The undersigned has read and understands the Private Placement Memorandum and Subscription Documents and the information contained in those documents concerning the Company and this Offering or has caused his or its representative to read and examine the Private Placement Memorandum and Subscription Documents. The undersigned has relied only on the information about the Company contained in these documents and his or its own independent investigation in making his or its subscription. The undersigned understands that the Notes will be issued with the rights and subject to the conditions described in the Private Placement Memorandum and Subscription Documents;

(ii) The undersigned is familiar with the terms and conditions of the Offering and is aware that his or its investment involves a

degree of risk and the undersigned has read the section in the Private Placement Memorandum titled "Risk Factors."

(iii) The undersigned hereby specifically accepts and adopts each and every provision of this Agreement and acknowledges and agrees with each and every provision of this Agreement and, upon acceptance by the Company of the subscription made hereby, agrees to be bound by such provisions.

(iv) The undersigned acknowledges and is aware that there is no assurance as to the future performance of the Company.

(v) The undersigned, if an individual (A) has reached the age of majority in the state in which he resides and (B) is a bona fide resident and domiciliary (not a temporary or transient resident) of the state set forth below his signature on the signature page hereof and has no present intention of becoming a resident of any other state or jurisdiction. The undersigned, if a partnership, corporation, limited liability company, trust or other entity, was organized or incorporated under the laws of the jurisdiction set forth below the signature made on its behalf on the signature page hereof and has no present intention of altering the jurisdiction of its organization, formation or incorporation.

(vi) The undersigned has the financial ability to bear the economic risk of an investment in the Offering, has adequate means of providing for his or its current needs and personal contingencies, has no need for liquidity in the Note(s) and could afford a complete loss of his or its investment in the Offering.

(vii) The undersigned represents and warrants to the Company that he or it comes within one of the categories of investors as defined in Exhibit 1 hereto (*please indicate by providing your initials next to the appropriate category in which the undersigned is included, and if the undersigned is an Accredited Investor, check the appropriate category of Accredited Investors in which the undersigned is an entity*).

(viii) The undersigned has been given the opportunity to review the merits of an investment in the Offering with tax and legal counsel or with an investment advisor to the extent the undersigned deemed advisable.

(ix) The undersigned's overall commitment to invest in the Note(s), which are not readily marketable, is not disproportionate to his or its net worth and his or its investment in the Offering will not cause such overall commitment to become excessive.

(x) The undersigned has such knowledge and experience in financial and business matters that he or it is capable of evaluating the merits and risks of an investment in the Offering.

(xi) The undersigned has been given a full opportunity to ask questions of and to receive (A) answers from the Company and its Managers concerning the terms and conditions of this Offering and the business of the Company and (B) such other information as he or it desired in order to evaluate an investment in the Offering, and all such questions have been answered to the full satisfaction of the undersigned. No oral or written representations have been made or oral or written information furnished to the undersigned or the undersigned's advisors in connection with the Offering or interests that were in any way inconsistent with this Subscription Agreement. The undersigned is not participating in the Offering as a result of or subsequent to (1) any advertisement, article, notice or other communication published in any newspaper, magazine or similar media or broadcast over television, radio or the internet or (2) any seminar or meeting whose attendees have been invited by any general solicitation or general advertising.

(xii) If the undersigned is a corporation, limited liability company, partnership, trust or other entity, it is authorized and qualified to make this loan to the Company and the person signing this Agreement on behalf of such entity has been duly authorized by such entity to do so.

(xiii) If the undersigned is a corporation, limited liability company or partnership, the person signing this Agreement on its behalf hereby represents and warrants that the information contained in this Agreement completed by any shareholders of such corporation, members of such limited liability company or partners of such partnership is true and correct with respect to such shareholder, member or partner (and if any such shareholder is itself a corporation, limited liability company or partnership, with respect to all persons having an equity interest in such corporation, limited liability company or partnership, whether directly or indirectly) and that the person signing this Agreement has made due inquiry to determine the truthfulness and accuracy of the information contained in this Agreement.

(xiv) The purchase of the Note(s) by the undersigned has been duly authorized, and the execution, delivery and performance of this Agreement does not conflict with the undersigned's partnership agreement, certificate of incorporation, by-laws, articles of organization, operating agreement or any agreement to which the undersigned is a party and this Agreement is a valid and binding agreement enforceable against the undersigned in accordance with its terms.

(xv) The undersigned hereby represents that he or it is subscribing for the Notes as principal or as trustee, solely for the account of the undersigned, for investment purposes only and not with a view to, or for, subdivision, resale, distribution, or fractionalization thereof, in whole or in part, or for the account, in whole or in part, of others, and, except as disclosed herein, no other person has a direct or indirect beneficial interest in the Note(s). The undersigned will hold the Note(s) as an investment and has no reason to anticipate any change in circumstances or other particular occasion or event, which would cause the undersigned to attempt to sell any of the Note(s).

(xvi) The undersigned acknowledges his or its understanding that (A) the Offering of the Note(s) by the Company has not been registered under the Act, as amended, or the securities laws of certain states in reliance on specific exemptions from registration, (B) the Confidential Memorandum and Subscription Documents have not been filed with or reviewed by the Securities and Exchange Commission or the securities department of any state and no securities administrator of any state or the federal government has recommended or endorsed this Offering or made any finding or determination relating to the fairness of an investment in the Company, and (C) the Offering of the Note(s) by the Company is intended to be exempt from registration pursuant to Section 4 (2) of the Act and the rules promulgated thereunder by the Securities and Exchange Commission, and that the undersigned's Note(s) cannot be sold, pledged, assigned or otherwise disposed of unless they are registered under the Act or an exemption from such registration is available.

(xvii) The undersigned represents and warrants that he or it will not transfer or convey all or part of his or its financial interest in the Note(s) unless such Note(s) are subsequently registered under the Act, or an exemption from such registration is available and without (A) the prior written consent of the Company and (B) an opinion of counsel acceptable to the Company and its counsel to the effect that the Note(s) may be transferred without violation of the registration requirements of the Act or any applicable state securities laws, as may be amended from time to time. The undersigned further acknowledges that there can be no assurance that the Company will file any registration statement for the Note(s) for which the undersigned is subscribing, that such registration statement, if filed, will be declared effective or, if declared effective, that the Company will be able to keep it effective until the undersigned sells the Note(s) registered thereon.

(xviii) The undersigned understands that this Agreement is subject to the Company's acceptance and may be rejected by the Company at any time in its sole discretion in whole or any part

prior to issuance of the Note(s) with respect to the undersigned's subscription, notwithstanding prior receipt by the undersigned of notice of acceptance of the undersigned's subscription. The Company reserves the right to withdraw the Offering at any time.

(xix) The undersigned acknowledges that this Agreement shall become binding upon the undersigned when it is countersigned by the Company and the undersigned is not entitled to cancel, terminate, or revoke this subscription before or after acceptance by the Company, except as otherwise provided in this Agreement.

(xx) All information provided by the undersigned in the Investor Questionnaire and Investor Representative Questionnaire (if applicable) which accompanies this Agreement is true and accurate in all respects, and the undersigned acknowledges that the Company will be relying on such information to its possible detriment in deciding whether the Company can make these Note(s) to the undersigned without giving rise to the loss of an exemption from registration under the applicable securities laws.

9. Foreign Person. If the undersigned has indicated on the signature page of this Agreement that he, she or it is a foreign person, he, she, or it agrees to notify the Company in writing within sixty (60) days of becoming a nonresident alien, foreign corporation, foreign partnership, foreign trust, foreign estate, or other foreign entity, as the case may be.

10. Indemnity. The undersigned agrees to indemnify and hold harmless the Company, its managers, members, agents, attorneys and affiliates and each other person, if any, who controls any thereof, within the meaning of Section 15 of the Act, against any and all loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all expenses reasonably incurred in investigating, preparing or defending against any litigation commenced or threatened or any claim whatsoever) arising out of or based upon any false representation or warranty or breach or failure by the undersigned to comply with any covenant or agreement made by the undersigned herein or in this Agreement or in any other document furnished by the undersigned to any of the foregoing in connection with this transaction.

11. Notice. All notices in connection with this Agreement shall be in writing and personally delivered or delivered via overnight mail, with written receipt therefore, or sent by certified mail, return receipt requested, to each of the parties hereto at their addresses set forth above (or such other address as may hereafter be designated by either party in writing in accordance with this Section 11) with a copy, in the case of notice to the Company, to Tri-Core Companies, LLC, at 8840 E. Chaparral Road, Suite 150, Scottsdale, AZ 85250. Such notice shall be effective upon personal or overnight delivery or five (5) days after mailing by certified mail.

12. Miscellaneous.

(a) This Agreement is not assignable by the undersigned. This Agreement shall be binding upon and shall inure to the benefit of the parties, their successors and, subject to the above limitation, their assigns, and shall not be enforceable by any third party.

(b) This Agreement shall be deemed to have been made in the State of Arizona and any and all performance hereunder, or breach thereof, shall be interpreted and construed pursuant to the laws of the State of Arizona without regard to conflict of laws rules applied in State of Arizona. The parties hereto hereby consent to personal jurisdiction and venue exclusively in the State of Arizona with respect to any action or proceeding brought with respect to this Agreement.

(c) This Agreement contains all oral and written agreements, representations and arrangements between the parties with respect to its subject matter, and no representations or warranties are made or implied, except as specifically set forth herein. No modification, waiver, or amendment of any of the provisions of this Agreement shall be effective unless in writing and signed by both parties to this Agreement.

(d) No waiver of any breach of any terms of this Agreement shall be effective unless made in writing signed by the party against whom enforcement of the waiver is sought and no such waiver shall be construed as a waiver of any subsequent breach of that term or of any other term of the same or different nature.

(e) If any provision or portion of this Agreement or the application thereof to any person or party or circumstances shall be invalid or unenforceable under applicable law, such event shall not affect, impair, or render invalid or unenforceable the remainder of this Agreement.

(f) Each of the parties hereto shall cooperate and take such actions, and execute such other documents, at the execution hereof or subsequently, as may be reasonably requested by the other in order to carry out the provisions and purposes of this Agreement.

IN WITNESS WHEREOF, the undersigned, by his or its execution hereof, agrees to be bound by this Agreement.

Executed this _____ day of _____, 2008, at _____
(City), _____ (State).

If the Investor is an INDIVIDUAL, complete the following:

The undersigned (circle one): **[is]** **[is not]** a citizen or resident of the United States.

David Hickok

Print Name of Individual

Print Name of Spouse / Co-Investor
(if Funds are to be invested in Joint Name
or are Community Property)

Print Social Security Number of Individual

Print Social Security Number of Spouse
or Co-Investor
(if Funds are to be Invested in Joint Name
or are Community Property)

Signature of Individual

Signature of Spouse / Co-Investor
(if Funds are to be Invested in Joint Name
or are Community Property)

Print Residential Address:

Print Residential Telephone Number:

Idaho _____

If the investor is PARTNERSHIP, CORPORATION, TRUST OR OTHER ENTITY, complete the following:

The undersigned (*circle one*) **[is]** **[is not]** a foreign partnership, foreign corporation, trust or foreign estate (as defined in the Internal Revenue Code of 1986, as amended, and the treasury regulations promulgated there under).

**Print Name of Partnership, Corporation,
Trust, or Other Business Entity**

Print Federal Tax Identification Number

Signature of Authorized Representative

Print Jurisdiction of Entity

Print Name of Authorized Representative

Print Title of Authorized Representative

Print Residential Address of Investor:

Print Residential Telephone Number:

ACCEPTANCE

The terms of the foregoing, including the subscription described therein, are agreed to and accepted on this _____ day of _____, 2008.

TRI-CORE COMPANIES, LLC

By: _____
Jason Todd Mogler - President

By: _____
Jim Hinkeldey - Vice-President

EXHIBIT 1
INVESTOR STATUS

(Please indicate by providing your initials next to the appropriate category in which the undersigned is included, and if the undersigned is an Accredited Investor, check the appropriate category of Accredited Investors in which the undersigned is an entity).

initials

- A. **"Nonaccredited Investor"**. The undersigned does not meet the definition of an "Accredited Investor" as defined herein below;

initials

- B. **"Accredited Investor"**. The undersigned is an Accredited Investor as defined below (*check applicable box*).

☐ 1. Any natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase exceeds One Million (\$1,000,000) Dollars;

☐ 2. Any natural person who had an individual income in excess of Two Hundred Thousand (\$200,000) Dollars in each of the two most recent years, or joint income with that person's spouse in excess of Three Hundred Thousand (\$300,000) Dollars in each of those years and has a reasonable expectation of reaching the same income level in the current year;

☐ 3. Any bank as defined in Section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act, whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934; any insurance company as defined in Section 2(a)(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company, as defined in Section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U. S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions, for the benefits of its employees if such plan has total assets in excess of Five Million (\$5,000,000) Dollars; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, (as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company or registered investment adviser) or if the employee benefit plan has total assets in excess of Five Million (\$5,000,000) Dollars if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

☐ 4. Any private business development company (as defined in Section 202(a)(22) of the Investment Advisers Act of 1940);

☐ 5. Any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership,

not formed for the specific purpose of acquiring the securities offered with total assets in excess of Five Million (\$5,000,000) Dollars;

☐6. Any director, executive officer or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;

☐7. Any trust, with total assets in excess of Five Million (\$5,000,000) Dollars, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii); and

☐8.* Any entity in which all of the equity owners are Accredited Investors.

NOTE: Entities (a) which are formed for the purpose of investing in the Company, or (b) the equity owners of which have contributed additional capital for the purpose of investing in the Company, shall be "looked through" and each equity owner must meet the definition of an accredited investor in any of paragraphs 1, 2, 3, 4, 5, 6 or 7 above and will be treated as a separate subscriber who must meet all suitability requirements.

* If this box is checked, please indicate on a separate schedule to be attached hereto, the category of Accredited Investor in which each equity owner of such entity is included.

CONFIDENTIAL

EXHIBIT B

PROMISSORY NOTE

B1

TRI_C007720

EXHIBIT B

PROMISSORY NOTE

THIS NOTE HAS BEEN MADE FOR INVESTMENT PURPOSES ONLY AND NOT WITH A VIEW TO OR FOR SALE IN CONNECTION WITH THE DISTRIBUTION THEREOF AND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"). THIS NOTE MAY NOT BE SOLD, TRANSFERRED, OR ASSIGNED ("TRANSFER") UNLESS IT IS SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE AND THE MAKER CONSENTS IN WRITING TO SUCH TRANSFER.

Tri-Core Companies, LLC, an Arizona Limited Liability Company, with offices at 8840 E. Chaparral Road, Suite 150, Scottsdale, AZ 85250 (the "Maker"), for value received, promises to pay to the Individual and/or legal entity designated in this Note as the "HOLDER," the principal sum of **Five Thousand Dollars** with a rate of return of eighty percent (80%), compounded annually. Interest shall be due and payable at maturity and based on the commencement date of the Note. The entire Principal shall be due and payable to the Holder no later than twenty-four (24) months from the Commencement Date. Maker may at any time or from time to time make a voluntary prepayment, whether in full or in part, of this Note, without premium or penalty.

1. NOTES

This Note in the principal amount of Five Thousand (\$5,000) Dollars per Note, or any fractional amounts, is offered for sale by the Maker, pursuant to that certain "Private Placement Memorandum" dated February 1, 2008. The Note shall be senior debt of the Maker and secured by the property.

2. EVENTS OF DEFAULT

A default shall be defined as one or more of the following events ("Event of Default") occurring and continuing:

- (a) The Maker shall fail to pay any interest payment on this Note when due for a period of thirty (30) days after notice of such default has been sent by the Holder to the Maker.
- (b) The Maker shall dissolve or terminate the existence of the Maker.
- (c) The Maker shall file a petition in bankruptcy, make an assignment for the benefit of its creditors, or consent to or acquiesce in the appointment of a receiver for all or substantially all of its property, or a petition for the appointment of a receiver shall be filed against the Maker and remain unstayed for at least ninety (90) days.

Upon the occurrence of an Event of Default, the Holder of this Note may, by written notice to the Maker, declare the unpaid principal amount and all accrued interest of the Note immediately due and payable.

3. SECURITY FOR PAYMENT OF THE NOTE(S)

The Note(s) offered by the MAKER are secured by future land purchase.

4. COMMENCEMENT DATE OF THE NOTE

The Commencement Date of the Note shall be the "Effective Date," as defined in that certain "Subscription Agreement" attached as Exhibit A to the Private Placement Memorandum.

5. STATUS OF HOLDER

The Maker may treat the Holder of this Note as the absolute owner of this Note for the purpose of making payments of principal or interest and for all other purposes, and shall not be affected by any notice to the contrary, unless the Maker so consents in writing.

6. SECURITIES ACT RESTRICTIONS

This Note has not been registered for sale under the Act. This Note may not be sold, offered for sale, pledged, assigned or otherwise disposed of, unless certain conditions are satisfied, as more fully set forth in the Subscription Agreement.

7. ATTORNEYS' FEES

The prevailing party in an action to enforce this Note shall be entitled to reasonable attorneys' fees, costs, and collection expense.

8. MISCELLANEOUS.

(a) **Successors and Assigns.** The Holder may not assign, transfer, or sell this Note to any party without the express written consent of the Maker. This Note shall be binding upon and shall inure to the benefit of the parties, their successors and, subject to the above limitation, their assigns, and shall not be enforceable by any third party.

(b) **Entire Agreement.** This Note contains all oral and written agreements, representations and arrangements between the parties with respect to its subject matter, and no representations or warranties are made or implied, except as specifically set forth herein. No modification, waiver, or amendment of any of the provisions of this Note shall be effective unless in writing and signed by both parties to this Note.

(c) **Notices.** All notices in connection with this Note shall be in writing and personally delivered or delivered via overnight mail, with written receipt thereof, or sent by certified mail, return receipt requested, to each of the parties hereto

at their addresses set forth above (or such other address as may hereafter be designated by either party in writing in accordance with this Section 8) with a copy to Tri-Core Companies, LLC, 8840 E. Chaparral Road, Suite 150, Scottsdale, AZ 85250. Such notice shall be effective upon personal or overnight delivery or five (5) days after mailing by certified mail.

(d) **Section Headings.** The headings of the various sections of the Note have been inserted as a matter of convenience for reference only and shall be of no legal effect.

(e) **Severability.** If any provision or portion of this Note or the application thereof to any person or party or circumstances shall be invalid or unenforceable under applicable law, such event shall not affect, impair, or render invalid or unenforceable the remainder of this Note.

(f) **Applicable Law.** This Note shall be deemed to have been made in the State of Arizona, and any and all performance hereunder, or breach thereof, shall be interpreted and construed pursuant to the laws of the State of Arizona without regard to conflict of laws rules applied in the State of Arizona. The parties hereto hereby consent to personal jurisdiction and venue exclusively in the State of Arizona with respect to any action or proceeding brought with respect to this Note.

Maker:

Tri-Core Companies, LLC,
An Arizona Company
8840 E. Chaparral Road - Suite 150
Scottsdale, AZ 85250

Holder:

David Hickok

Jason Todd Mogler

Print Name

David Hickok

Print Name

Signature & Date

Signature & Date

EXHIBIT C

Tri-Core Companies, LLC

Investor Suitability Questionnaire

To: Prospective purchasers of Promissory Notes (the "Notes") offered by Tri-Core Companies, LLC (the "Company").

The Purpose of this Questionnaire is to solicit certain information regarding your financial status to determine whether you are an "Accredited Investor," as defined under applicable federal and state securities laws, and otherwise meet the suitability criteria established by the Company for purchasing Notes. ***This questionnaire is not an offer to sell securities.***

Your answers will be kept as confidential as possible. You agree, however, that this Questionnaire may be shown to such persons as the Company deems appropriate to determine your eligibility as an Accredited Investor or to ascertain your general suitability for investing in the Notes.

Please answer all questions completely and execute the signature page

A. Personal

1. Full Name: _____

2. Address of Principal Residence: _____

County: _____

3. Residential Telephone Number: () _____

4. Where are you registered to vote (County & State)? _____

5. Your driver's license is issued by the following state: _____

6. Other Residences or Contacts: *Please identify any other state where you own a residence, are registered to vote, pay income taxes, hold a driver's license, or have any other contacts, and describe your connection with such state:*

7. Please send all correspondence to:

(1) _____ Residential Address [as set forth in item A-2]

(2) _____ Business Address [as set forth in item B-1(a)]

8. Date of Birth: _____
9. Country of Citizenship: _____
10. Social Security Number or Tax I.D. Number: _____
11. E-Mail Address: _____

B. Occupations and Income

1. Occupation: _____
- (a) Business Address: _____
- (b) Business Telephone Number: (_____) _____
2. Gross income during each of the last two years exceeded:
- (1) _____ \$25,000 (3) _____ \$50,000
- (2) _____ \$100,000 (4) _____ \$200,000
3. Joint gross income with spouse during each of the last two years exceeded \$300,000.
- (1) _____ Yes (2) _____ No (3) _____ Not Applicable
4. Estimated gross income during current year exceeds:
- (1) _____ \$25,000 (3) _____ \$50,000
- (2) _____ \$100,000 (4) _____ \$200,000
5. Estimated joint gross income with spouse during current year exceeds \$300,000.
- (1) _____ Yes (2) _____ No (3) _____ Not Applicable

C. Net Worth

1. Current net worth or joint net worth with spouse (note that "net worth" includes all of the assets owned by you and your spouse in excess of total liabilities, including the fair market value, less any mortgage, of your principal residence.)

- (1) _____ \$50,000-\$100,000 (2) _____ \$100,000-\$250,000 (3) _____ \$250,000-\$500,000
- (4) _____ \$500,000-\$750,000 (5) _____ \$750,000-\$1,000,000 (6) _____ over \$1,000,000

2. Current value of liquid assets (cash, freely marketable securities, cash surrender value of life insurance policies, and other items easily convertible into cash) is sufficient to provide for current needs and possible personal contingencies:

(1)____Yes

(2)____No

D. Affiliation with the Company

Are you a director or executive officer of the Company?

(1)____Yes

(2)____No

E. Investment Percentage of Net Worth

If you expect to invest at least \$100,000 in Notes, does your total purchase price exceed 10% of your net worth at the time of sale, or joint net worth with your spouse?

(1)____Yes

(2)____No

(3)____Not Applicable

F. Consistent Investment Strategy

Is this investment consistent with your overall investment strategy?

(1)____Yes

(2)____No

G. Prospective Investor's Representations

The information contained in this Questionnaire is true and complete, and the undersigned understands that the Company and its counsel will rely on such information for the purpose of complying with all applicable securities laws as discussed above. The undersigned agrees to notify the Company promptly of any change in the foregoing information which may occur prior to any purchase by the undersigned of securities from the Company.

Prospective Investor(s):

Signature

Date: _____

Signature

(of spouse or co-investor, if purchase is to be made as joint tenants or as tenants in common)

Date: _____

EXHIBIT D

TRI-CORE COMPANIES, LLC BUSINESS PLAN

Mission Statement

The mission of Tri-Core Companies, LLC (the Company) is to purchase raw virgin beach front land on the Gulf of California (Sea of Cortez), Sonora, Mexico for either resale or for development.

The specific location the Company has concentrated on is generally between El Golfo de Santa Clara on the north and Puerto Peñasco (Rocky Point) on the south. This is a distance of about 80 miles and is being opened for development with the completion of the Coastal Highway that will make access by automobile to this virgin area easy for millions of visitors and buyers from the United States. The Company believes there will be a major increase in demand for property in this area with the completion of the highway. The highway is over four-fifths complete, and only a 15 mile portion of the center section remains to be completed which is scheduled for completion by Spring 2008.

If property is being purchased for resale, profitability will be generated by acquiring the virgin property and performing the following functions:

- Privatize the property, if necessary
- Create the preliminary plat plan
- Apply for and obtain the necessary permits and approvals from the several governmental agencies
- Submit the final plat plan for and obtain approval

If property is being purchased for development, the same steps noted above are still necessary. However, profitability would be further enhanced by:

- Completion of the infrastructure (roads, water, sewer, etc.)
- Selling individual lots or commercial parcels that would be ready for vertical construction
- Forming a joint venture with residential builders
- Forming a joint venture with a commercial builder
- Complete or partial build out by the company (depending on scenarios noted above)

The Company's choice for either scenario noted above will be influenced and driven by the market as demand for the area increases in direct correlation to the completion of the Coastal Highway.

Knowledge of the Marketplace

The Principals of the Company have been active in Mexican real estate for several years and consider the El Golfo/Rocky Point market one of the (if not the most) active markets in all of Mexico for development and potential upside investment.

Because of their experience and knowledge base, The El Golfo area was chosen for the Company's initial purchase due to its potential concentration and upside appreciation. Some of the driving factors that influenced this decision were:

- Its close proximity to the United States markets (one hour drive from the Border of US/Mexico)
- Its location on a beautiful, pristine, major body of water
- The quality of the sand beaches
- The scenic mountain views of the Baja Peninsula
- The opening of the area by the construction of the Coastal Highway from the US/Mexico border 300 miles to the south along the coast of the Sea of Cortez to Guaymas, Mexico, a major seaport
- The \$50 million dollar international airport under construction at Rocky Point that will accommodate all types of passenger planes. The first runway is to be completed in 2007 and the balance completed by 2009.
- Two state-of-the-art hospitals, Hospital of Penasco and the IMMS Hospital are currently under construction and will serve the El Golfo/Rocky Point areas

The primary target market is Baby Boomers and younger persons from Southern California, Arizona, and Nevada as buyers of property for weekends and vacations due to the close proximity to these U.S. States. Another large market to be targeted is the "Snow Bird" buyer/users looking for a winter vacation location from all over the United States and Canada. Other markets include buyers/users living in Mexico, and investors looking to put money into an area that is being labeled "the Sonoran Riviera."

The Mexican and Sonoran Governments are dedicated to promoting the area as a major destination for both Americans and Canadians. This is evidenced by the millions of dollars of infrastructure being put in place by the United States and Mexican Governments. A prime example of this dedication is the Coastal Highway. This three hundred mile highway is being built at a cost in excess of \$200 million dollars and will connect the port city of Guaymas in Mexico with the US/Mexico border at San Luis Rio Colorado, south of Yuma, Arizona. The highway is two-thirds completed and will be finished in late 2007. This will make this whole area much more accessible for millions of Americans in Southern California, Arizona, and Nevada for weekends and vacations, as well as longer stays for all of the US and Canada.

La Escalera Nautical, or the "Nautical Ladder," is a widely known plan to encourage tourism by development along the Sea of Cortez by building a series of hotels, marinas, and tourist sites located within a one day sail of one another. Fonatur, the Mexican tourism development agency, initially projected 50,000 boats and one million visitors by 2014, with the vast majority from the United States.

The Property - Lot 5 Mechor Ocampo, El Golfo

After reviewing many properties in the area over the past 12 months, the site selection was narrowed to a large land parcel in an area known as El Golfo de Santa Clara, in the Municipality of San Luis Rio Colorado, Sonora, Mexico and is nestled along the beach of the Sea of Cortez. This large land parcel (Lot 5) has over 250 acres of land with over one mile (6,000+- feet) of beautiful sandy beach frontage with rolling dunes and wonderful views of the Sea of Cortez and the mountains on the other (Baja) side of the water. The northerly portion of the site is generally level with a small fore dune about 10 to 15 feet above the beach for excellent views and is an excellent area for water front and water view single family lots. The center portion of the site has the same desirable fore dune and has a low to medium high second dune for added views for multi-family and mixed use development behind the single family area. The southern portion of the site has a high ridge that extends almost to the beach and has spectacular views from both sides down the beaches and the Sea of Cortez with the greatest views from the very top. This area is excellent for a destination resort, mixed-use residential, and supports commercial use such as restaurants, hotels, and recreational facilities.

This land was selected for its excellent location and for the following and other reasons: The land is at the southern edge of El Golfo, approximately one hour south of the U.S./Mexico border crossing at San Luis. The entire waterfront area in this section of the Sea of Cortez is undergoing major development with the building of the Coastal Highway that will provide needed access from major metropolitan areas of the United States including Arizona, Nevada, and Southern California. A new major border crossing facility is also planned for San Luis to relieve congestion at the present in-town facility; this will increase the number of inspection lanes from five to sixteen and will decrease the time for crossing the border.

The Colorado River flows into the Sea of Cortez north of El Golfo and forms a large delta area. El Golfo is near the northern end of the Sea of Cortez and is well protected from adverse weather and as a result, the waters are generally calm. El Golfo is a picturesque fishing village with long wide sandy beaches. The fishermen launch their boats from the sandy beaches directly into the water. There is at present one paved road that ends at El Golfo. The Coastal Highway from San Luis will provide needed tourist access to El Golfo and other waterfront areas. The new Coastal Highway will continue southerly to Puerto Penasco (Rocky Point) and beyond to Guaymas. The section from San Luis to Rocky Point is scheduled to be operational by early 2008 and most sections are already paved and ready for use.

The Company has acquired the 250-acre plus Lot 5 land parcel and has designated the site the *El Golfo Beach Resort* and it is in the center point of this area. The subject property overlooks the Sea of Cortez from many vantage points as well as from the over one mile of beach frontage. The area has boating, fishing, off-roading, hiking, bird watching, and other water oriented activities. Vehicles can drive along the beaches of The Sea of Cortez. The area is a major boating and recreation area for Sonora, Mexico, Arizona, Nevada, Southern Utah, and especially Southern California. Much of the land adjacent to the Sea of Cortez is owned and controlled by the Federal

and State Governments for recreation and preservation with minimum land available for private development. The Sea of Cortez waterfront areas of the State of Sonora, including the subject area, have experienced a major increase in real estate values in the past 36 months and this trend is continuing.

Water Access Lot 5

El Golfo Beach Resort is to be located on Lot 5, a site fronting 6,000+/- feet on the Sea of Cortez to the south of the Town of El Golfo. Boats can be launched from the beaches. The beaches are all sand with driving allowed along the beaches. There is a large hill with a lighthouse, called "El Mochorro," at the top that is a well known and is about a 1/2-mile north of the subject property. The subject site has rolling sand dunes near the waterfront and is generally level toward the rear area. The site is well adapted for the launching of small boats.

The Proposed Development for Lot 5

This project is a proposed mixed-use development, including a gated single family development of 500+/- single family lots, several areas for multi-family development, and a planned destination resort with hotels, restaurants, and supporting commercial facilities. All of this fronts on and has wonderful views of the Sea of Cortez at the Town of El Golfo, in rapidly developing San Luis Rio Colorado, Sonora, Mexico. The property consists of 100+/- hectares (250+/- acres) of land on the multi-level site overlooking the scenic waterways of the Sea of Cortez to the west and with mountain views to the east. The property has over 2,000 meters (6,000+/- feet) of sandy beach frontage. There are beautiful scenic views up and down the sandy beaches on the Sea of Cortez (Gulf of California). The lots will range from 50 feet by 100 feet to lots well over an acre depending on location, views, and terrain. The prime lots will be on the beach for wonderful views and easy water and beach access and at the top of the large hill near the south end of the property for spectacular views along the beaches for miles in each direction. The development will provide all the amenities associated with a destination development.

The Development Plan

The development plan is to purchase the property for cash with reserves to complete the development. The property will be developed in total or a part may be sold and the balance of the site developed for single family lots. The value of the approved subdivision will be sufficient to secure a construction funds for the cost of the off-site improvements, infrastructure and the marketing of the sites. The development will be completed in phases and we will be in the position to sell the lots to a residential builder, or individually on a retail basis in the open market.

Supporting Land Sale Prices for Lot 5

There has been a major increase in interest in land acquisition in the area between El

Golfo and Rocky Point since the construction of this section of the Coastal Highway began about 24 months ago. As the highway is nearing completion, there is a greater recent increase in activity, and that will continue to increase until and after the new road is completed. The greatest interest in buying by national and international groups for development and retail end buyers will be when the Coastal Highway will provide convenient access to land parcels currently only reachable by 4x4 vehicles. The road is completed to the rear of all of Mechor Ocampo but is not yet completed to Rocky Point.

The land where Lot 5 is located is a group of beach front parcels designated Mechor Ocampo and planned for tourism development. This section of beach front has 13 parcels varying in size up to 100+/- hectares with Lot 5 being the largest with the most frontage. Mechor Ocampo starts with Lot 1 in the Town of El Golfo and continues toward Rocky Point about six miles. Lot 3 (the largest section) with about 40 hectares or 100+/- acres is presently for sale for \$12.50 per square meter (\$1.25+/- per square foot). The present owner has held the property for many years and now wants to sell. The property is near Lot 5 and is smaller, but with less beach frontage than Lot 5. This owner, along with his sister, own Lot 10 in Mechor Ocampo and they have indicated that they have sold Lot 10 for \$6.00 per square meter (\$0.60+/- per square foot). Lot 10 is smaller and has less frontage than Lot 5 and is generally level with limited views except at the front of the property. According to the seller, this lower price is due to the location of the property further from development, the Town of El Golfo, and the less desirable terrain. Lot 9 in Mechor Ocampo is also for sale for \$12.37 per square meter (\$1.24+/- per square foot). This lot is very similar in size and terrain to Lot 10 discussed above. The Company has acquired Lot 5 for \$2.25 per square meter (\$0.23+/- per square foot), or well below the asking and sold prices in Mechor Ocampo. El Golfo is an area that is just starting to develop and therefore there have been few sales of beachfront and beach view lots in the El Golfo area. One starting development on 14 hectares in Lot 3 of Mechor Ocampo has sold eight beachfront lots (total only 12) for \$120,000 each without utilities or improvements. These have been sold to investors and potential users by private contact and without advertising. The asking prices for beach view lots in this subdivision range from \$45,000 to \$80,000, depending of the location. These lots are 50+/- feet by 100+/- feet. An overview of lot and land prices in Rocky Point is included in the Addenda. These prices dramatically point out the huge upside for land in El Golfo, compared to the more developed Rocky Point. But remember, El Golfo will be 45 minutes to one-hour closer to the United States/Mexico Border.

El Golfo/Rocky Point - General Economic and Area Information

The Colorado River forms the state line between Arizona, California, and Nevada, and continues southerly to the Sea of Cortez. Along its entire length, it is a major recreation/boating area for Arizona, Nevada, and Southern California in the spring & summer, and a perfect destination for "Snowbirds" in the winter creating a year around demand for the entire area.

Historically, neighboring Rocky Point has been a major recreational area for Phoenix and Tucson, Arizona. The drive time has been about three hours, making it a very easy weekend vacation spot. There have been many new high and mid-rise

condominium units built near Rocky Point on Sandy Beach within the past few years, providing over 3,000 new units. These are well designed and constructed developments with many beach front amenities. These units generally have sold for \$300,000 to over \$1,500,000 and have been sold primarily to U.S. residents. El Golfo is about 25 miles north of Rocky Point by the shore line. However, historically there has been no connecting road. The new Coastal Highway will make the drive between El Golfo and Rocky Point less than 30 minutes and will make El Golfo closer to California, Western Arizona, and Nevada. This will dramatically change the access to the El Golfo area.

Development in El Golfo is coming and soon. Neighboring El Golfo developments include a proposed single-family development with a golf course fronting the beach neighboring the subject to the north. This proposed development is also planned to have a hotel near the beach and possibly a marina. The developer for this property is U.S.-based, and is reported to have both the financial and development capability to complete the project. El Golfo is a small, quiet community that is poised to undergo extensive real estate development with the completion of the Coastal Highway and the increased access to large U.S. markets that will then be within convenient driving distance. There are many resort areas of Mexico with extensive development taking place, however there are only limited areas on the water that have good driving access from the United States. The Coastal Highway will make the El Golfo/Rocky Point area even more accessible, with El Golfo being only one hour from the border at a new 16-lane crossing.

Short Term Business Goals

The Company will be dedicated solely to its purchase of Lot 5 of Mechor Ocampo and managing it for success. This includes the creation of a development plan, the development of marketing campaigns, and the pursuit of letters of intent for lot pre-sales.

As part of the short-term development plan, we will proceed to obtain an ALTA or equivalent land survey to proceed with a title insurance commitment, initial site studies, and engineering to plan for development and/or division of the property. In addition, we will proceed with the concession for the "Federal Zone" so that we may have exclusive use of the 20 meters controlled by the Mexican Government adjacent to the "high water mark." This is an important concession and we are proceeding forward. The other pre-development permit is for the ecology of the property and is an involved and extensive study. We have had the environmentalist we work with review Lot 5 on a preliminary basis and there are no apparent environmental concerns; however, the actual permit requires an expensive and time consuming study and approval process.

Other permits pertain to the water, electricity, and planned development. These are in conjunction with the Municipality of San Luis (the governing entity) and the several department and utilities.

Within this initial permit period, we will be preparing preliminary site plans to determine the highest and best use/layout of the Lot 5 property and frontage. We will

also explore the various sales materials we intend to use, such as property informational brochures and media packages for the development. This pre-marketing focus will concentrate on our primary target markets of Southern California, Arizona, and Nevada, with exposure in the rest of the United States and Canada as we proceed further.

To further ensure success, the Company will continue to focus on the development of strong relationships with key property professionals (brokers, financial institutions, law firms, building contractors and suppliers, etc.). While we presently enjoy a good relationship with several governmental agencies, we will also be working quite diligently throughout the whole development process to further strengthen and expand our relationships with governmental agencies and political entities. Since we also understand and respect the Mexican culture, we foresee no obstacle in achieving strong and favorable relationships with the governing authorities.

The Company will create and maintain an image and presence in the industry as an honest and creative enterprise, characterized by ethics, integrity, and producing a quality of work that represents a real asset for clients and investors.

Long Term Business Goals

Throughout 2007 and thereafter, the Company's only primary goal is continue to manage the planned development of Lot 5 for success. The primary focus will be the monitoring of all required permits and the development layout.

Thereafter, preliminary talks with several local contractors will commence so that the Company will be in a position to move quickly to choose contractors for such items as roadwork, water, electricity, etc. Also, discussions with building suppliers will be taking place to again ensure that the Company will be in a position to act swiftly as the need arises for any given material.

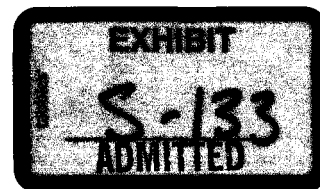
The marketing material will be formulated as the final vision of Lot 5 becomes evident. The Company foresees the actual sale of the parcels occurring early-year, 2008. It is the Company's intention to be positioned to start actual sales by the third quarter of 2008 to either the general public or to other builders.

The overall development of Lot 5 is for a planned "destination" mixed-use development. This will combine oceanfront and ocean view single-family lots and multi-family parcels with a commercial core including hotels, restaurants, recreation features, and support retail shops. The goal is to create a "Five Star" development that will appeal to users/buyers of all ages from the United States, Canada, Mexico, and anywhere else.



CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

**PLEASE RETURN ONE COPY TO US IN
THE PROVIDED RETURN PACKAGING.**





Memorandum#: Kurt Senser (Lot 5)

Referral: K. Fangmeier

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

Tri-Core Companies, LLC
An Arizona Limited Liability Company

\$3,500,000

\$5,000 per Promissory Note (Unit)
MINIMUM PURCHASE - 1 Promissory Note
80% Rate of Return, Compounded Annually; Paid At Maturity
Maturity Date: 24 months
Redemption at Maturity - \$16,200 per Unit

Tri-Core Companies, LLC, an Arizona Limited Liability Company (hereinafter referred to as the "COMPANY"), is offering by means of this Confidential Private Placement Memorandum a maximum of Seven Hundred (700) Secured Promissory Notes ("Notes") at an offering price of Five Thousand (\$5,000) Dollars per Note, for a maximum total of Three Million and Five Hundred Thousand Dollars (\$3,500,000), to qualified investors who meet the Investor Suitability Requirements set forth herein (see "INVESTOR SUITABILITY REQUIREMENTS"). Each Investor must agree to purchase the Notes, as a lender to the Company, for investment purposes only, and execute a Subscription Agreement in the form contained in the accompanying Subscription Booklet (see "TERMS OF THE OFFERING").

**THESE SECURITIES ARE SPECULATIVE AND INVESTMENT
IN THE NOTES INVOLVES A DEGREE OF RISK
(SEE "RISK FACTORS")**

	Offering Price	Selling Commissions	Proceeds to Company
Per Unit	\$5,000	\$500	\$4,500
Maximum Units	\$3,500,000	\$350,000	\$3,150,000

Tri-Core Companies, LLC
8840 E. Chaparral Road, Suite 150
Scottsdale, AZ 85250
Telephone: (480) 356-3200
Facsimile: (480) 346-3201

Tri-Core Companies LLC

(877) 527-6698

TRI_C007894

The date of this Private Placement Memorandum is February 1, 2008

Tri-Core Companies LLC

(877) 527-6698

TRI_C007895

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IMPORTANT NOTICES

This Confidential Private Placement Offering Memorandum ("Memorandum") is submitted to you on a confidential basis solely for the purpose of evaluating the specific transaction described herein. This information shall not be photocopied, reproduced, or distributed to others without the prior written consent of Tri-Core Companies, LLC ("Company"). If the recipient determines not to purchase any of the Notes offered hereby, it will promptly return all material received in connection herewith without retaining any copies.

DISCLAIMERS

THE NOTES OFFERED HEREBY IN THIS OFFERING MEMORANDUM HAVE NOT BEEN REGISTERED WITH, OR APPROVED, BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION, NOR HAVE SUCH NOTES OR THIS MEMORANDUM BEEN FILED WITH OR REVIEWED BY THE ATTORNEY

GENERAL OF ANY STATE OR THE SECURITIES REGULATORY AUTHORITY OF ANY STATE. THIS OFFERING IS BASED ON THE EXEMPTION FROM SUCH REGISTRATION AS SET FORTH IN §4(2) AND RULE 506 OF REGULATION D OF THE SECURITIES ACT OF 1933, AS AMENDED.

THE INVESTMENT DESCRIBED IN THIS MEMORANDUM INVOLVES RISKS, AND IS OFFERED ONLY TO INDIVIDUALS WHO CAN AFFORD TO ASSUME SUCH RISK FOR AN INDEFINITE PERIOD OF TIME AND WHO AGREE TO PURCHASE THE NOTES ONLY FOR INVESTMENT PURPOSES AND NOT WITH A VIEW TOWARD THE TRANSFER, RESALE, EXCHANGE OR FURTHER DISTRIBUTION THEREOF. THERE WILL BE NO PUBLIC MARKET FOR THE NOTES ISSUED PURSUANT TO THIS OFFERING MEMORANDUM. THE RESALE OF THE NOTES IS LIMITED BY FEDERAL AND STATE SECURITIES LAWS AND IT IS THEREFORE RECOMMENDED THAT EACH POTENTIAL INVESTOR SEEK COUNSEL SHOULD THEY DESIRE MORE INFORMATION.

THE PRICE OF THE NOTES AS DESCRIBED IN THIS OFFERING MEMORANDUM HAS BEEN ARBITRARILY DETERMINED BY THE SPONSORS OF THIS INVESTMENT, AND EACH PROSPECTIVE INVESTOR SHOULD MAKE AN INDEPENDENT EVALUATION OF THE FAIRNESS OF SUCH PRICE UNDER ALL THE CIRCUMSTANCES AS DESCRIBED IN THE ATTACHED OFFERING MEMORANDUM.

NO PERSON IS AUTHORIZED TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATION IN CONNECTION WITH THIS MEMORANDUM, EXCEPT SUCH INFORMATION AS IS CONTAINED OR REFERENCED IN THIS MEMORANDUM. ONLY INFORMATION OR REPRESENTATIONS CONTAINED OR REFERENCED HEREIN MAY BE RELIED UPON AS HAVING BEEN MADE BY THE COMPANY. PROSPECTIVE INVESTORS WHO HAVE QUESTIONS CONCERNING THE TERMS AND CONDITIONS OF THIS PRIVATE OFFERING MEMORANDUM OR WHO DESIRE ADDITIONAL INFORMATION OR DOCUMENTATION TO VERIFY THE INFORMATION CONTAINED HEREIN SHOULD CONTACT THE COMPANY. PROJECTIONS OR FORECASTS CONTAINED IN THIS PRIVATE OFFERING MEMORANDUM, OR OTHER MATERIALS, MUST BE VIEWED ONLY AS ESTIMATES. ALTHOUGH ANY PROJECTIONS CONTAINED IN THIS MEMORANDUM ARE BASED UPON ASSUMPTIONS WHICH THE COMPANY BELIEVES TO BE REASONABLE, THE ACTUAL PERFORMANCE OF THE COMPANY MAY DEPEND UPON FACTORS BEYOND THE CONTROL OF THE COMPANY. NO ASSURANCE CAN BE GIVEN THAT THE COMPANY'S ACTUAL PERFORMANCE WILL MATCH ITS INTENDED RESULTS.

1. SUMMARY OF THE OFFERING

THE FOLLOWING SUMMARY IS QUALIFIED IN ITS ENTIRETY BY MORE DETAILED INFORMATION THAT MAY APPEAR ELSEWHERE IN THIS PRIVATE PLACEMENT MEMORANDUM. EACH PROSPECTIVE INVESTOR IS URGED TO READ THIS PRIVATE OFFERING MEMORANDUM IN ITS ENTIRETY.

Tri-Core Companies, LLC (the "Company") was formed on August 29, 2007 as an Arizona Limited Liability Company. The Company is in the business of Land Acquisition and Development.

The Securities offered are Seven Hundred (700) Notes issued by the Company at Five Thousand (\$5,000) Dollars per Note, payable in cash at the time of subscription (see "Exhibit "B" for copy of Promissory Note). The minimum purchase is one (1) Note. The Notes have an annual rate of return of eighty (80%) percent interest, compounded annually. The return will be paid at maturity, with a maturity date of twenty-four (24) months from the Commencement Date of each Note. The Notes offered pursuant to this Private Placement Memorandum will be secured by the property being purchased.

None of the Notes are convertible to Membership Units, or other type of equity, in the Company. The Principal may be prepaid, at the sole discretion of the Company, without a prepayment penalty. This offering will commence on February 1, 2008, and will terminate no later than February 1, 2010, unless extended by the Company (see "TERMS OF THE OFFERING").

The gross proceeds of the offering will be a maximum of Three Million Five Hundred Thousand (\$3,500,000) Dollars. The use of the proceeds is to purchase a water front subdivision in San Luis Rio Colorado, Sonora, Mexico as described herein (see "USE OF PROCEEDS").

2. THE COMPANY

Tri-Core Companies, LLC (the "Company") was formed on August 29, 2007, as an Arizona Limited Liability Company. At the date of this offering, One Thousand (1,000) of the Company's Membership Units were authorized, with Nine Hundred (900) membership units issued and outstanding. The Company is in the business of construction management, land acquisition, and development.

2.1 OPERATIONS

The Company is in the business of construction management, land acquisition, and development, specializing in beach front properties along the coast of upper Sonora. SEE "EXHIBIT D - BUSINESS PLAN."

2.2 BUSINESS PLAN

Tri-Core Companies' Business Plan, included as Exhibit D of this

Memorandum, and was prepared by the Company using assumptions set forth in the Business Plan, including several forward looking statements. Each prospective investor should carefully review the Business Plan before purchasing Notes. Management makes no representations as to the accuracy or achievability of the underlying assumptions and projected results contained herein.

3. MANAGEMENT

3.1 LLC MANAGERS

The success of the company is dependent upon the services and expertise of existing management. At the present time, three individuals are actively involved in the management of the Company:

Jason Todd Mogler - President and General Partner

Jason Todd Mogler is a principal partner in Tri-Core Companies LLC, Tri-Core Business Development LLC, Tri-Core Business Development 2 LLC, and Tri-Core Lending, Inc., as well as the President of MyCreditStore dba LenderSquare, Inc. which has been a profitable business since 1997.

Mr. Mogler has an impressive academic resume at Arizona State University where he holds a Bachelor of Science degree with a major in marketing and a minor in psychology. His master studies with Thunderbird American Graduate School of International Management give him an international understanding of business strategies and marketing position. His practical work experience as the Director of Construction Lending for the Royal Bank of Canada gives him thorough knowledge of construction lending and banking operations.

Mr. Mogler has a very long reputation for honest business practices and fair dealings with all people both personally and professionally.

Vince Gibbons - Vice-President and Director of Development and Engineering

Vince Gibbons has over 22 years of civil engineering experience domestically and internationally. His expertise encompasses due diligence, master planning, feasibility studies, design and contract document preparation for private development, commercial, water, transportation, airport, flood control, storm drain, and sewer projects. Additional professional skills include total project management, design build, construction management, shop drawing review, inspection, cost estimates, and budget and schedule control. Mr. Gibbons is proficient in managing multi-disciplined teams and large projects for private developers and public agencies, as well as smaller more detailed oriented projects. He has earned a reputation for being quality conscious, and for "going the extra mile" to complete projects on time and within budget. He has worked

on a wide variety of projects in the states of Arizona, Utah, Colorado, Nevada, and New Mexico, and in the countries of Panama and Mexico, and is very familiar with the requirements and criteria of each associated governing entity. This broad experience has provided him with an extensive base of knowledge that allows him to develop innovative and cost effective solutions for a myriad of situations.

Mr. Gibbons has owned and operated Tri-Core Engineering for over 9 years. Tri-Core Engineering currently has offices in Arizona, Colorado, and Nevada and is registered in Panama. With a staff of 35 highly qualified and diversified individuals and professionals, Tri-Core Engineering has the ability to offer its clients a wide range of services and expertise. Mr. Gibbons functions as owner, president, and project manager of various endeavors. He and his staff are committed to ensuring that every project is completed to the highest level of accuracy and completeness, and that each client is provided with the individual attention and service they require.

Jim Hinkeldey - Vice-President

Jim Hinkeldey possesses thirty-five years of banking and financial experience including portfolio management, joint venture management, and all aspects of the mortgage banking profession for select regional New York banks.

Mr. Hinkeldey headed the Joint Venture division at Richmond Hill Savings Bank in New York. Accordingly, his scope of work entailed the project feasibility and running of day-to-day operations both in the field and office. He was responsible for land acquisition through project conclusion which included the delivery of completed developments in a timely and cost efficient, profitable manner. He reported directly to the Board of Directors.

Mr. Hinkeldey also managed a mortgaged backed portfolio. He successfully rearranged the structure of the portfolio to meet asset/liability re-pricing demands. His concept creation resulted in a portfolio that met re-pricing sensitivity models while delivering positive bottom line results.

Throughout Mr. Hinkeldey's career, he remained active in the mortgage banking profession in both residential and commercial properties. He was responsible for running a lending network of 15 branches.

Mr. Hinkeldey's business philosophy is based on total enterprise engagement, accountability, and the deliverability of profitable projects. Mr. Hinkeldey's philosophy is that the client and his investment or requirements come first and are paramount to each success.

Presently, Mr. Hinkeldey is the Principal Partner of Real Impact LLC., a select group of investors specializing in the acquisition of residential and commercial properties. In this role, he is responsible for the selection of investment properties and overseeing any corrective construction required prior to sale or rental of the property.

Mr. Hinkeldey's educational background consists of a degree in Banking and Money Management from Adelphi University, Long Island, New York. He also holds a three year specialized degree in real estate finance from the Mortgage Bankers of America which he received from Northwestern University. He attended numerous programs for finance, real estate, and management at New York University and Wharton Business School.

The management team may be further developed and expanded with qualified and experienced executives, professionals and consultants, as the Company matures and grows.

4. TERMS OF THE OFFERING

4.1 GENERAL TERMS OF THE OFFERING

This Private Offering Memorandum is offering a maximum of Seven Hundred (700) Notes at Five Thousand (\$5,000) Dollars per Note, for a maximum of Three Million Five Hundred Thousand (\$3,500,000) Dollars to a select group of Investors who satisfy the Investor Suitability Requirements (see "**INVESTOR SUITABILITY REQUIREMENTS**"). The Company has the authority to sell fractional Notes at its sole discretion.

4.2 MINIMUM OFFERING AMOUNT - HOLDING ACCOUNT

The Company has established an Investment Holding Account with Wells Fargo Bank into which the offering proceeds will be placed. No minimum offering amount has been established before such proceeds will be released from the holding account and utilized by the Company.

4.3 NONTRANSFERABILITY OF NOTES

The Notes have not been registered with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Securities Act"), and are being offered in reliance upon an exemption under §4(2) and Rule 506 of Regulation D of the Securities Act, as amended, and rules and regulations hereunder. The Notes have not been registered under the securities laws of any state and will be offered pursuant to an exemption from registration in each state. A purchaser may transfer or dispose of the Note only if such Notes are subsequently registered under the Securities Act, or if an exemption from registration is available, and pursuant to an opinion of counsel acceptable to the Company and its counsel to the effect that the Notes may be transferred without violation of the registration requirements of the Securities Act or any other securities laws.

4.4 CLOSING OF THE OFFERING

The Notes are offered and closed only when a properly completed Subscription Agreement (**Exhibit A**); Note (**Exhibit B**), and Investor Questionnaire (**Exhibit C**) are submitted by the investing Subscriber or his/her Investor Representatives and are received and accepted by the Company. The Subscription Agreement as submitted by an investing Subscriber or his/her Investor Representatives shall be binding once the Company signs the Subscription Agreement, Note and the funds delivered by the potential Investor to the Company with the Subscription Agreement has been cleared by the financial institution in which they are deposited by the Company. The Notes will be delivered to qualified Investors upon acceptance of their subscriptions. All funds collected from investing Subscribers will be deposited in a designated account under the control of the Company. Investors subscribing to the Notes may not withdraw or revoke their subscriptions at any time prior to acceptance by the Company, except as provided by certain state laws, or more than thirty (30) days have passed after receipt of the Subscription Agreement by the Company without the Company accepting the Investor's funds and delivering all applicable documents to such Investor. The proceeds of this Offering will be used only for the purpose set forth in this Private Offering Memorandum (see "**USE OF PROCEEDS**").

The Company may close in whole or in part or terminate this Offering under any of the following conditions:

1. Upon receipt of the maximum offering subscription amount of Three Million Five Hundred Thousand (\$3,500,000) Dollars
2. Notwithstanding the above, this offer shall terminate one (1) year from the date of this Private Placement Memorandum; or on such later date not exceeding thirty (30) days thereafter to which the Company, in its sole discretion, may extend this Offering.

5. PLAN OF DISTRIBUTION

5.1 OFFERING OF NOTES

The Notes will be offered to prospective lenders by Officers and Directors of the Company and qualified licensed personnel, pursuant to State and Federal security rules and regulations. This Offering is made solely through this Private Placement Memorandum and without any form of general solicitation or advertising. The Company and its Officers and Directors or other authorized personnel will use their best efforts during the Offering period to find eligible Investors who desire to subscribe to the Notes in the Company. These Notes are offered on a "best efforts" basis, and there is no assurance that any or all of the Notes will be closed. The Company has the authorization to offer fractional Notes at its sole discretion. The Offering period will begin as of the date of this

private Offering Memorandum and will close upon the happening of such occurrences as defined herein (see **"TERMS OF THE OFFERING"**).

5.2 PAYMENTS TO BROKER DEALERS OR INVESTMENT ADVISORS

The Company has the power to pay fees or commissions to qualified Broker Dealers, Registered Investment Advisors or any other person qualified under other applicable federal and state security laws.

6. DESCRIPTION OF NOTES

6.1 NOTES

The Company is offering Seven Hundred (700) Notes of the Company to potential investors at Five Thousand (\$5,000) Dollars per Note, payable in cash at the time of the subscription. The minimum purchase is one (1) note. The Notes will have a rate of return of eighty (80%) percent interest, compounded annually, with a maturity date of twenty-four (24) months from the Commencement Date of each Note. Interest shall be paid at maturity (24 months). All principal shall be paid at maturity. Principal with accrued interest may be prepaid at the sole discretion of the Company, without a prepayment penalty at any time. The Notes will be issued in the form attached hereto and incorporated herein by reference as though set forth in full herein as **Exhibit B**.

6.2 SECURITY FOR PAYMENT OF THE NOTES

The Notes being offered by the Company in this Private Placement Offering are secured by the land Tri-Core Companies LLC purchases. Tri-Core Companies LLC will establish an administration account which will hold the deed to the property until all note holders will be paid in full.

6.3 REPORTS TO NOTEHOLDERS

The Company will furnish annual un-audited reports to its Note holders ninety (90) days after its fiscal year. The Company may issue other interim reports to its Note holders as it deems appropriate. The Company's fiscal year ends on December 31st of each year.

7. USE OF PROCEEDS

The gross proceeds of the Offering will be a maximum of Three Million Five Hundred Thousand (\$3,500,000) Dollars. The table below sets forth the use of proceeds for both the maximum and minimum offering amounts.

Sources

	Maximum Amount	Percent of Proceeds
Proceeds From Sale of Notes	\$3,500,000	100%

Application of Proceeds

Offering Expenses (1)	\$350,000	10.00%
Commissions (2)	\$350,000	10.00%
Total Offering Expenses & Fees	\$700,000	20.00%
Net Offering Proceeds	\$2,800,000	80.00%
Land Purchase	\$2,225,000	63.57%
Engineering	\$350,000	10.00%
Marketing	\$200,000	5.72%
Web Site Development	\$25,000	0.71%
Total Application of Proceeds	\$3,500,000	100%

Footnotes:

(1) Includes estimated memorandum preparation, filing, printing, legal, accounting and other fees and expenses related to the Offering

(2) This Offering is being sold by the officers and directors of the Company, who will not receive any compensation for their efforts. No sales fees or commissions will be paid to such officers or directors. Notes may be sold by registered brokers or dealers who are members of the NASD and who enter into a Participating Dealer Agreement with the Company. Such brokers or dealers may receive commissions up to ten percent (10%) of the price of the Notes sold.

8. CAPITALIZATION STATEMENT

8.1 CAPITALIZATION PRIOR TO AND AFTER THE OFFERING

The following table summarizes the capitalization of the Company prior to, and as adjusted to reflect, the issuance and sale of the maximum of Seven Hundred (700) Notes or Three Million Five Hundred Thousand (\$3,500,000) Dollars.

	AS ADJUSTED 08/29/07	AFTER THE OFFERING
Notes	<u>-0-</u>	<u>\$3,500,000</u>
Membership Units \$.01 par value, 1,000 Units authorized, 1000 Units issued and outstanding	\$100	\$100
Net Shareholders' Equity	\$100	\$100
TOTAL CAPITALIZATION	<u>\$100</u>	<u>\$3,500,100</u>

9. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

9.1 RESULTS OF OPERATIONS

The Company is a development stage company and has not yet commenced its principal operations.

9.2 LIQUIDITY AND CAPITAL RESOURCES

The Company's liquidity and capital resources are dependent on its ability to raise sufficient capital to pay for the purchase price of the Promissory Notes.

10. CERTAIN TRANSACTIONS

10.1 ARIZONA LIMITED LIABILITY COMPANY

Tri-Core Companies, LLC is a privately held Arizona Limited Liability Company, incorporated on August 29, 2007.

10.2 PRIVATE OFFERING OF NOTES

The Company is authorized to offer in this private offering, up to Three Million Five Hundred Thousand (\$3,500,000) Dollars of Notes to selected investors, effective on February 1, 2008.

11. FIDUCIARY RESPONSIBILITIES OF THE DIRECTORS AND OFFICERS OF THE COMPANY

11.1 GENERAL

The Principals, Officers, and Directors of the Company are accountable to the Company as fiduciaries and such Principals, Officers and Directors are required to exercise good faith and integrity in managing the Company's affairs and policies. Each Note Holder of the Company, or their duly authorized representative, may inspect the books and records of the Company at any time during normal business hours. A Note Holder may be able to bring an action on behalf of himself in the event the Note Holder has suffered losses in connection with the purchase or sale of the Note(s) in the Company, due to a breach of fiduciary duty by an Officer or Director of the Company, in connection with such sale or purchase, including the misrepresentation or misapplication by any such Officer or Director of the proceeds from the sale of these Notes, and may be able to recover such losses from the Company.

11.2 INDEMNIFICATION

Indemnification is permitted by the Company to directors, officers, or controlling persons pursuant to Arizona law. Indemnification includes expenses, such as attorneys' fees and, in certain circumstances, judgments, fines and settlement amounts actually paid or incurred in connection with actual or threatened actions, suits or proceedings involving such person and arising from their relationship with the Company, except in certain circumstances where a person is adjudged to be guilty of gross negligence or willful misconduct, unless a court of competent jurisdiction determines that such indemnification is fair and reasonable under the circumstances.

12. RISK FACTORS

THIS INVESTMENT INVOLVES A DEGREE OF RISK. AN INDIVIDUAL CONTEMPLATING INVESTMENT IN THIS OFFERING SHOULD GIVE CAREFUL CONSIDERATION TO THE ELEMENTS OF THE RISK SUMMARIZED BELOW, AS WELL AS THE OTHER RISK FACTORS IDENTIFIED ELSEWHERE IN THIS PRIVATE OFFERING MEMORANDUM.

12.1 FORMATION OF THE COMPANY

The Company was formed on August 29, 2007. It is therefore subject to all the risks inherent in the creation of a new Company. Unforeseen expenses, complications, and delays may occur with a new Company.

12.2 CONTROL BY COMPANY

After completion of this offering, the Company will own one hundred percent (100%) of the issued and outstanding Membership Units. Such ownership will enable the Company to continue to elect all the Managers and to control the Company's policies and affairs. The Note Holders will not have any voting rights in the Company.

12.3 RELIANCE ON THE COMPANY FOR MANAGEMENT

All decisions with respect to the management of the Company will be made exclusively by the Principal Managers of the LLC. The Note Holders do not have the right or power to take part in the management of the Company. Accordingly, no person should purchase a Note unless he is willing to entrust all aspects of the management of the Company to existing Management.

12.4 LIMITED TRANSFERABILITY OF THE NOTES

The transferability of the Notes in this offering is limited, and potential investors should recognize the nature of their investment in the offering. It is not expected that there will be a public market for the Notes because there will be only a limited number of investors and restrictions of the transferability of Notes. The Notes have not been registered under the Securities Act of 1933, as amended, or qualified or registered under the securities laws of any state and, therefore, the Notes cannot be resold unless they are subsequently so registered or qualified or an exemption from such registration is available. The offering also contains restrictions on the transferability of the Notes. Accordingly, purchasers of Notes will be required to hold such Notes to maturity unless otherwise approved by the Company. The Company does not intend to register the Notes under the Securities Act of 1933.

12.5 CAPITALIZATION OF THE COMPANY

Prior to this offering, the Company was funded by cash. Independent of the amounts raised in this offering the Company does not have any other assets available to use to pay principal or interest on the Notes.

12.6 REGULATIONS

The Company is subject to various federal and state laws, rules and regulations governing, among other things, the licensing of, and procedures that must be followed by, mortgage owners and disclosures that must be made to consumer borrowers. Failure to comply with these laws may result in civil and criminal liability and may, in some cases, give consumer borrowers their right to rescind

their mortgage loan transactions and to demand the return of finance charges paid to the company. Because the Company's business is highly regulated, the laws, rules, and regulations applicable to the Company are subject to subsequent modification and change. The Company believes it is in full compliance with any and all applicable laws, rules and regulations both domestically and in Mexico.

13. PRINCIPAL SHAREHOLDERS

As of the date of this Offering, the Company has Nine Hundred (900) Membership Units issued and outstanding to Jason Todd Mogler (30%), Jim Hinkeldey (30%), and Vince Gibbons (30%).

14. HOW TO INVEST

An Investor who meets the qualifications as set forth in this Private Offering Memorandum may subscribe for at least the minimum purchase herein of One (1) Note (Five Thousand (\$5,000) Dollars) by carefully reading this entire Private Offering Memorandum and by then completing and signing a separately bound booklet. This booklet contains identical copies of the following exhibits contained in the Private Offering Memorandum, including:

Exhibit A INSTRUCTIONS TO SUBSCRIBERS and SUBSCRIPTION AGREEMENT: This contains complete instructions to Subscribers and should be read in its entirety by the prospective investor prior to investing. The Subscription Agreement must be signed by the Investor.

Exhibit B PROMISSORY NOTE: This Note will be signed by Tri-Core Companies, LLC.

Exhibit C INVESTOR QUESTIONNAIRE: This questionnaire requires a Subscriber to complete a financial history in order to aid the Company in the determination of the suitability of the Subscriber as a potential Investor. This questionnaire must be signed by the Investor.

Exhibit D Tri-Core Companies, LLC Business Plan

Copies of all the above referenced documents are included with this Private Placement Memorandum. For discussion of the actions of the Company upon receipt of a properly completed request to invest by a Subscriber, please see "**TERMS OF THE OFFERING.**" Such Investor should include his check made payable Tri-Core Companies, LLC, along with the SUBSCRIPTION AGREEMENT, NOTE, AND INVESTOR QUESTIONNAIRE. Delivery of the documents referred to above, together with a check to the Company should be addressed to the Company as follows: **Tri-Core Companies, LLC, 8840 E. Chaparral Road, Suite 150, Scottsdale, AZ 85250.**

15. INVESTOR SUITABILITY REQUIREMENTS

15.1 INTRODUCTION

Potential Investors should have experience in making investment decisions or such Investors should rely on their own tax consultants or other qualified investment advisors in making this investment decision.

15.2 GENERAL SUITABILITY

Each potential Investor will be required to represent the following by execution of a Subscription Agreement:

1. The Investor has such knowledge and experience in financial and business matters and is capable of evaluating the merits and risks of an investment in this Offering.
2. The Investor has the ability to bear the economic risk of this investment, has adequate means to provide for his, her, or its current needs and personal contingencies, has no need for liquidity in this investment and could afford the complete loss of the investment.
3. The Investor is acquiring the Note(s) for his, her or its own account for investment purposes only and not with a view toward subdivision, resale, distribution or fractionalization thereof, or for the account of others, and has no present intention of selling or granting any participation in, or otherwise distributing, the Note(s).
4. The Investor's overall commitment to invest in the Note(s) is not disproportionate to his, her, or its net worth and the investment in these Note(s) will not cause such overall commitment to become excessive.
5. The Investor has read and understands this Private Placement Memorandum and all its exhibits.

15.3 NONACCREDITED INVESTORS

Up to and including thirty-five (35) investing Subscribers may be accepted by the Company as suitable Investors if each such Subscriber has a net worth sufficient to bear the risk of losing his entire investment and meets the above "General Suitability Standards."

15.4 ACCREDITED INVESTORS

In addition to satisfying the "General Standards" as defined above, all but thirty-five (35) Subscribers for Shares must each satisfy one of the "Accredited Investors" economic suitability standards as defined below:

1. Any natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase exceeds One Million (\$1,000,000) Dollars;
2. Any natural person who had an individual income in excess of Two Hundred Thousand (\$200,000) Dollars in each of the two most recent years, or joint income with that person's spouse in excess of Three Hundred Thousand (\$300,000) Dollars in each of those years and has a reasonable expectation of reaching the same income level in the current year;
3. Any bank as defined in Section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act, whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934; any insurance company as defined in Section 2(a)(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company, as defined in Section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions, for the benefits of its employees if such plan has total assets in excess of Five Million (\$5,000,000) Dollars; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, (as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company or registered investment adviser) or if the employee benefit plan has total assets in excess of Five Million (\$5,000,000) Dollars if a self-directed plan, with investment decisions made solely by persons that are accredited investors;
4. Any private business development company (as defined in Section 202(a)(22) of the Investment Advisers Act of 1940);
5. Any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered with total assets in excess of Five Million (\$5,000,000) Dollars;

6. Any director, executive officer or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;

7. Any trust, with total assets in excess of Five Million (\$5,000,000) Dollars, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii); and

8. Any entity in which all of the equity owners are Accredited Investors.

NOTE: Entities (a) which are formed for the purpose of investing in the Company, or (b) the equity owners of which have contributed additional capital for the purpose of investing in the Company, shall be "looked through" and each equity owner must meet the definition of an accredited investor in any of paragraphs 1, 2, 3, 4, 5, 6 or 7 above and will be treated as a separate subscriber who must meet all suitability requirements.

15.5 ACCEPTANCE OF SUBSCRIPTION AGREEMENT BY THE COMPANY

The Investor Suitability Requirements referred to in this section represent minimum requirements for potential investors. Satisfaction of these standards does not necessarily mean that participation in this Offering constitutes a suitable investment for such a potential investor or that the potential Investors' Subscription will be accepted by the Company. The Company may, in fact, modify such requirements as circumstances dictate. All Subscription Agreements submitted by potential Investors will be carefully reviewed by the Company to determine the suitability of the potential investor in this Offering. The Company may, in its sole discretion, refuse a Subscription in this Offering to any potential investor who does not meet the applicable Investor Suitability Requirements or who otherwise appears to be an unsuitable investor in this Offering. The Company will not necessarily review or accept a Subscription Agreement in the sequential order in which it is received. The Company also has the discretion to maximize the number of Accredited Investors in this Offering and, as a result, may accept less than thirty-five (35) Non-accredited Investors in this Offering.

16. LITIGATION

The Company and its Principals have no lawsuits pending, no legal actions pending or judgments entered against the Company or its Principals and, to the best knowledge of the Company, no legal actions are contemplated against the Company and/or its Principals.

17. ADDITIONAL INFORMATION

Reference materials described in this Private Offering Memorandum are available for inspection at the office of the company during normal business hours. It is the intention of the Company that all potential Investors are given full access to such information for their consideration in determining whether to purchase the Notes being offered. Prospective Investors should contact the Company for access to information regarding the matters set forth or other information concerning the Company. Representatives of the Company will also answer all inquiries from potential Investors concerning the Company and any matters relating to its proposed operations or present activities. The Company will afford potential Investors and their representatives the opportunity to obtain any additional information reasonably necessary to verify the accuracy or the source of any representations or information contained in this Private Offering Memorandum. All contracts entered into by the Company are subject to modifications and the Company may make any changes in any such contracts as deemed appropriate in its best discretion. Such recent amendments may not be circulated to Subscribers prior to the time of closing this Offering. However, potential Investors and their representatives may review such material or make inquiry of the Company concerning any of these and any other matters of interest.

18. FORECASTS OF FUTURE OPERATING RESULTS

Any forecasts and proforma financial information which may be furnished by the Company to prospective Investors or which are part of the Company's business plan, are for illustrative purposes only and are based upon assumptions made by Management regarding hypothetical future events. There is no assurance that actual events will correspond with the assumptions or that factors beyond the control of the Company will not affect the assumptions and adversely affect the illustrative value and conclusions of any forecasts.

19. GLOSSARY OF TERMS

The following terms used in this Memorandum shall (unless the context otherwise requires) have the following respective meanings:

ACCEPTANCE. The acceptance by the Company of a prospective investor's subscription.

ACCREDITED INVESTORS. Those investors who meet the criteria set forth in "INVESTOR SUITABILITY REQUIREMENTS."

BROKER-DEALER. A person or firm licensed with the NASD, the SEC and with the securities or corporate commissions department of the state in which it sells investment securities and who may employ licensed agents for that purpose.

COMPANY. Refers to **TRI-CORE COMPANIES, LLC**, an Arizona Limited Liability Company.

NATIONAL ASSOCIATION OF SECURITIES DEALERS, INC. (NASD). A self-regulating body which licenses brokers and dealers handling securities offerings, reviews the terms of an offering's underwriting arrangements and advertising literature and, while not a governmental agency, acts as a review service watchdog to make sure that its regulations and those of the SEC are followed for the Investor's protection in offerings of securities.

NOTES. A Five Thousand (\$5,000) Dollar investment consisting of one (1) Promissory Note issued by **TRI-CORE COMPANIES, LLC**, an Arizona Limited Liability Company.

SECURITIES ACT OF 1933. A federal act regulated and enforced by the SEC that requires, among other things, the registration and use of a prospectus whenever a security is sold (unless the security or the manner of the Offering is expressly exempt from such registration process).

SECURITIES EXCHANGE ACT OF 1934. A federal act regulated and enforced by the SEC which supplements the Securities Act of 1933 and contains requirements which were designed to protect investors and to regulate the trading (secondary market) of securities. Such regulations require, among other things, the use of prescribed proxy statements when investors' votes are solicited; the disclosure of management and large shareholders' holding of securities; controls on the resale of such securities; and periodic (monthly, quarterly, annually) filing with the SEC of financial and disclosure reports of the Issuer.

SECURITIES AND EXCHANGE COMMISSION (SEC). An independent United States government regulatory and enforcement agency which supervises investment trading activities and registers companies and those securities which fall under its jurisdiction. The SEC also administers statutes to enforce disclosure requirements that were designed to protect investors in securities offerings.

SUBSCRIPTION DOCUMENTS. Consists of the Note, Subscription Agreement, Investor Questionnaire, and a check as payment for the Note(s) to be purchased submitted by each prospective Investor to the Company.

TERMINATION DATE. The earlier to occur of the date on which all Notes are sold or February 1, 2010.

20. ACKNOWLEDGEMENT

By signing below, the undersigned acknowledges that he/she has read and understood this entire Private Placement Memorandum.

Signature

Date

Kurt Senser
Print Name

CONFIDENTIAL

EXHIBIT A
SUBSCRIPTION AGREEMENT

Print Name of Subscriber: Kurt Senser

Amount Loaned: \$5,000.00

Number of Notes: One (1)

Tri-Core Companies, LLC

SUBSCRIPTION DOCUMENTS

**OFFERING OF A MAXIMUM OF SEVEN HUNDRED (700) SECURED PROMISSORY
NOTES**

FIVE THOUSAND (\$5,000) DOLLARS PER NOTE

February 1, 2008

SUBSCRIPTION INSTRUCTIONS
(Please read carefully)

Each subscriber for the Secured Promissory Notes, Five Thousand (\$5,000) Dollars per Note (the "Notes") of Tri-Core Companies, LLC, an Arizona Limited Liability Company ("the Company"), must complete and execute the Subscription Documents in accordance with the instructions set forth below. The completed documents should be sent to Tri-Core Companies, LLC, 8840 E. Chaparral Road, Suite 150, Scottsdale, AZ 85250.

Payment for the Securities should be made by check payable to the Company and enclosed with the documents as directed in Section III below.

- I. These Subscription Documents contain all of the materials necessary for you to purchase the Notes. This material is arranged in the following order:
 - Subscription Agreement
 - Promissory Note
 - Confidential Prospective Purchaser's Questionnaire
- II. All investors must complete in detail, date, initial, and sign the Subscription Documents where appropriate. All applicable sections must be filled in.
- III. Payment for the Notes must be made by check as provided below:

Please make your check payable, in the appropriate amount, for the number of Notes purchased (at Five Thousand (\$5,000) per Note), to **Tri-Core Companies, LLC**. Your check should be enclosed with your signed subscription documents.

All funds received from subscribers will be placed in a segregated Holding Account of the Company. Once the minimum offering amount has been reached the funds will be transferred to the Company's operating account and will be available for use.

IV **SPECIAL INSTRUCTIONS**

FOR CORPORATIONS. Include copy of Board resolution designating the corporate officer authorized to sign on behalf of the corporation, a Board resolution authorizing the investment, and financial statements.

FOR PARTNERSHIPS. Provide a complete copy of the partnership agreement, questionnaire, and financial statements for each General Partner.

FOR TRUSTS. Provide a complete copy of the instruments or agreements creating the trust, as amended to date.

Print Name of Subscriber: Kurt Senser

Amount Loaned: \$5,000.00

Number of Notes: One (1)

Subscription Agreement

To: Tri-Core Companies, LLC
8840 E. Chaparral Road - Suite 150
Scottsdale, AZ 85250

Gentlemen:

1. Subscription. The undersigned hereby subscribes for **One (1)** Note of Tri-Core Companies, LLC (the "Company"), an Arizona Limited Liability Company, and agrees to loan to the Company Five Thousand (\$5,000) Dollars per Note for an aggregate loan of **\$5,000.00** (the "Loan Amount") upon the terms and subject to the conditions (a) set forth herein, and (b) described in the Confidential Private Placement Memorandum ("Private Placement Memorandum") dated February 1, 2008, together with all exhibits thereto and materials included therewith, and all supplements, if any, related to this offering. The minimum loan is Five Thousand (\$5,000) Dollars, but the Company has the discretion to offer fractional Notes for loans less than the minimum.

2. Note Offering. The Company is offering a maximum of Seven Hundred (700) Notes at Five Thousand (\$5,000) Dollars per Note, with a minimum subscription of one (1) Note (the "Offering"). The maximum aggregate loan to the Company from this Offering will be Three Million Five Hundred Thousand (\$3,500,000) Dollars. The Offering is being made to a limited number of investors pursuant to an exemption available under the Securities Act of 1933 (the "Act"), specifically Rule 506 promulgated under Regulation D, and under certain other laws, including the securities law of certain states.

3. Documents to Be Delivered. The undersigned is delivering to the Company executed copies of this Subscription Agreement (the "Agreement"), the Note(s), Offeree Questionnaire, and all other applicable exhibits and documents (the "Subscription Documents"). The Subscription Documents should be delivered to Tri-Core Companies, LLC, at 8840 E. Chaparral Road, Suite 150, Scottsdale, AZ 85250. The undersigned understands and agrees that he or it will not become a "Holder" of the Note(s) and the Company shall not become a "Maker" of the Note(s) unless and until the Agreement and Note(s) are executed by the Company.

4. Making of Loan Amount. The undersigned, simultaneously with the delivery of the Subscription Documents to the Company, hereby tenders to the Company the Loan Amount by **check made payable to the order of Tri-Core Companies, LLC** in the amount indicated above.

5. Acceptance or Rejection of Subscription. The undersigned understands and agrees that the Company reserves the right, exercisable in its sole discretion, to accept or reject any subscription, in whole or in part, for any reason and that the undersigned will be notified by the Company as promptly as practicable as to whether his or its subscription has been accepted or rejected. If the undersigned's subscription is accepted, in whole or in part, by the Company, the Company will execute this Agreement and the Note(s) and return them to the undersigned. If this subscription is rejected by the Company, either in whole or in part, all funds, in the case of a rejection of the subscription in whole, or those funds representing the amount of the subscription not accepted by the Company, in the case of a rejection of the subscription in part, will be returned to the undersigned as promptly as practicable. If this subscription is rejected in whole by the Company, this Agreement shall be null, void and of no effect. The undersigned does not have the right to withdraw or revoke his or its subscription during the Offering period, except as provided by certain state laws, except that if more than thirty (30) days shall have passed from the date the Company received completed and executed Subscription Documents and the Loan Amount from the undersigned (the "Acceptance Period"), and the Company has not accepted the subscription during the Acceptance Period, the undersigned may withdraw his or its subscription at any time after the Acceptance Period up until such time that the Company subsequently decides, in its sole discretion, to accept the subscription in whole or in part.

6. Offering Period. The Company may close in whole or in part or terminate this Offering under any of the following conditions:

1. Upon receipt of the maximum offering subscription amount of Three Million Five Hundred Thousand (\$3,500,000) Dollars
2. Notwithstanding the above, this offer shall terminate one (1) year from the date of this Private Placement Memorandum; or on such later date not exceeding thirty (30) days thereafter to which the Company, in its sole discretion, may extend this Offering.

7. Closing of the Loan. The Note(s) subscribed for herein shall not be deemed made by the Company or held by the undersigned until this Agreement and the Note(s) have been countersigned by the Company, and until the funds delivered by the undersigned to the Company with the Subscription Documents have been deposited in the Holding Account and have been cleared by the applicable bank of the Company (the "Effective Date"). Upon the Effective Date, (a) the undersigned shall have loaned to the Company the Loan Amount, (b) the undersigned shall become the Holder and the Company shall become the Maker of the Note(s) subscribed for by the undersigned, and (c) both the undersigned and the Company shall be bound by the terms of the Private Placement Memorandum and the Subscription Documents and any other undertakings described herein.

8. Representations and Warranties.

- (a) The Company hereby represents and warrants as follows:

(i) The Company is a Limited Liability Company duly organized, validly existing and in good standing under the laws of the State of Arizona and has the requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now being conducted;

(ii) This Agreement constitutes the valid and binding obligation of the Company enforceable against the Company in accordance with its terms (except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or similar laws from time to time in effect which affect creditor's rights generally and by legal and equitable limitations on the availability of specific performance and other equitable remedies under or by virtue of this Agreement). The Company has all requisite power and authority, corporate and other, to execute and deliver this Agreement and the Note(s) and to consummate the transactions contemplated hereby. All persons who have executed this Agreement and the Note(s) on behalf of the Company have been duly authorized to do so by all necessary corporate action. Neither the execution and delivery of this Agreement and the Note(s) nor the consummation of the transactions contemplated hereby will (A) violate any provision of the Certificate of Incorporation or Operating Agreement of the Company, as currently in effect; (B) violate any judgment, order, injunction, decree or award against, or binding upon, the Company or the securities, assets, properties, operations or business of the Company; or (C) violate any law or regulation applicable to the Company or to the securities, assets, properties, operations or business of the Company.

(b) In order to induce the Company to accept the subscription made hereby, the undersigned hereby represents and warrants to the Company as follows:

(i) The undersigned has received the Private Placement Memorandum and the Subscription Documents. The undersigned has read and understands the Private Placement Memorandum and Subscription Documents and the information contained in those documents concerning the Company and this Offering or has caused his or its representative to read and examine the Private Placement Memorandum and Subscription Documents. The undersigned has relied only on the information about the Company contained in these documents and his or its own independent investigation in making his or its subscription. The undersigned understands that the Notes will be issued with the rights and subject to the conditions described in the Private Placement Memorandum and Subscription Documents;

(ii) The undersigned is familiar with the terms and conditions of the Offering and is aware that his or its investment involves a

degree of risk and the undersigned has read the section in the Private Placement Memorandum titled "Risk Factors."

(iii) The undersigned hereby specifically accepts and adopts each and every provision of this Agreement and acknowledges and agrees with each and every provision of this Agreement and, upon acceptance by the Company of the subscription made hereby, agrees to be bound by such provisions.

(iv) The undersigned acknowledges and is aware that there is no assurance as to the future performance of the Company.

(v) The undersigned, if an individual (A) has reached the age of majority in the state in which he resides and (B) is a bona fide resident and domiciliary (not a temporary or transient resident) of the state set forth below his signature on the signature page hereof and has no present intention of becoming a resident of any other state or jurisdiction. The undersigned, if a partnership, corporation, limited liability company, trust or other entity, was organized or incorporated under the laws of the jurisdiction set forth below the signature made on its behalf on the signature page hereof and has no present intention of altering the jurisdiction of its organization, formation or incorporation.

(vi) The undersigned has the financial ability to bear the economic risk of an investment in the Offering, has adequate means of providing for his or its current needs and personal contingencies, has no need for liquidity in the Note(s) and could afford a complete loss of his or its investment in the Offering.

(vii) The undersigned represents and warrants to the Company that he or it comes within one of the categories of investors as defined in Exhibit 1 hereto *(please indicate by providing your initials next to the appropriate category in which the undersigned is included, and if the undersigned is an Accredited Investor, check the appropriate category of Accredited Investors in which the undersigned is an entity).*

(viii) The undersigned has been given the opportunity to review the merits of an investment in the Offering with tax and legal counsel or with an investment advisor to the extent the undersigned deemed advisable.

(ix) The undersigned's overall commitment to invest in the Note(s), which are not readily marketable, is not disproportionate to his or its net worth and his or its investment in the Offering will not cause such overall commitment to become excessive.

(x) The undersigned has such knowledge and experience in financial and business matters that he or it is capable of evaluating the merits and risks of an investment in the Offering.

(xi) The undersigned has been given a full opportunity to ask questions of and to receive (A) answers from the Company and its Managers concerning the terms and conditions of this Offering and the business of the Company and (B) such other information as he or it desired in order to evaluate an investment in the Offering, and all such questions have been answered to the full satisfaction of the undersigned. No oral or written representations have been made or oral or written information furnished to the undersigned or the undersigned's advisors in connection with the Offering or interests that were in any way inconsistent with this Subscription Agreement. The undersigned is not participating in the Offering as a result of or subsequent to, (1) any advertisement, article, notice or other communication published in any newspaper, magazine or similar media or broadcast over television, radio or the internet or (2) any seminar or meeting whose attendees have been invited by any general solicitation or general advertising.

(xii) If the undersigned is a corporation, limited liability company, partnership, trust or other entity, it is authorized and qualified to make this loan to the Company and the person signing this Agreement on behalf of such entity has been duly authorized by such entity to do so.

(xiii) If the undersigned is a corporation, limited liability company or partnership, the person signing this Agreement on its behalf hereby represents and warrants that the information contained in this Agreement completed by any shareholders of such corporation, members of such limited liability company or partners of such partnership is true and correct with respect to such shareholder, member or partner (and if any such shareholder is itself a corporation, limited liability company or partnership, with respect to all persons having an equity interest in such corporation, limited liability company or partnership, whether directly or indirectly) and that the person signing this Agreement has made due inquiry to determine the truthfulness and accuracy of the information contained in this Agreement.

(xiv) The purchase of the Note(s) by the undersigned has been duly authorized, and the execution, delivery and performance of this Agreement does not conflict with the undersigned's partnership agreement, certificate of incorporation, by-laws, articles of organization, operating agreement or any agreement to which the undersigned is a party and this Agreement is a valid and binding agreement enforceable against the undersigned in accordance with its terms.

(xv) The undersigned hereby represents that he or it is subscribing for the Notes as principal or as trustee, solely for the account of the undersigned, for investment purposes only and not with a view to, or for, subdivision, resale, distribution, or fractionalization thereof, in whole or in part, or for the account, in whole or in part, of others, and, except as disclosed herein, no other person has a direct or indirect beneficial interest in the Note(s). The undersigned will hold the Note(s) as an investment and has no reason to anticipate any change in circumstances or other particular occasion or event, which would cause the undersigned to attempt to sell any of the Note(s).

(xvi) The undersigned acknowledges his or its understanding that (A) the Offering of the Note(s) by the Company has not been registered under the Act, as amended, or the securities laws of certain states in reliance on specific exemptions from registration, (B) the Confidential Memorandum and Subscription Documents have not been filed with or reviewed by the Securities and Exchange Commission or the securities department of any state and no securities administrator of any state or the federal government has recommended or endorsed this Offering or made any finding or determination relating to the fairness of an investment in the Company, and (C) the Offering of the Note(s) by the Company is intended to be exempt from registration pursuant to Section 4 (2) of the Act and the rules promulgated thereunder by the Securities and Exchange Commission, and that the undersigned's Note(s) cannot be sold, pledged, assigned or otherwise disposed of unless they are registered under the Act or an exemption from such registration is available.

(xvii) The undersigned represents and warrants that he or it will not transfer or convey all or part of his or its financial interest in the Note(s) unless such Note(s) are subsequently registered under the Act, or an exemption from such registration is available and without (A) the prior written consent of the Company and (B) an opinion of counsel acceptable to the Company and its counsel to the effect that the Note(s) may be transferred without violation of the registration requirements of the Act or any applicable state securities laws, as may be amended from time to time. The undersigned further acknowledges that there can be no assurance that the Company will file any registration statement for the Note(s) for which the undersigned is subscribing, that such registration statement, if filed, will be declared effective or, if declared effective, that the Company will be able to keep it effective until the undersigned sells the Note(s) registered thereon.

(xviii) The undersigned understands that this Agreement is subject to the Company's acceptance and may be rejected by the Company at any time in its sole discretion in whole or any part

prior to issuance of the Note(s) with respect to the undersigned's subscription, notwithstanding prior receipt by the undersigned of notice of acceptance of the undersigned's subscription. The Company reserves the right to withdraw the Offering at any time.

(xix) The undersigned acknowledges that this Agreement shall become binding upon the undersigned when it is countersigned by the Company and the undersigned is not entitled to cancel, terminate, or revoke this subscription before or after acceptance by the Company, except as otherwise provided in this Agreement.

(xx) All information provided by the undersigned in the Investor Questionnaire and Investor Representative Questionnaire (if applicable) which accompanies this Agreement is true and accurate in all respects, and the undersigned acknowledges that the Company will be relying on such information to its possible detriment in deciding whether the Company can make these Note(s) to the undersigned without giving rise to the loss of an exemption from registration under the applicable securities laws.

9. Foreign Person. If the undersigned has indicated on the signature page of this Agreement that he, she or it is a foreign person, he, she, or it agrees to notify the Company in writing within sixty (60) days of becoming a nonresident alien, foreign corporation, foreign partnership, foreign trust, foreign estate, or other foreign entity, as the case may be.

10. Indemnity. The undersigned agrees to indemnify and hold harmless the Company, its managers, members, agents, attorneys and affiliates and each other person, if any, who controls any thereof, within the meaning of Section 15 of the Act, against any and all loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all expenses reasonably incurred in investigating, preparing or defending against any litigation commenced or threatened or any claim whatsoever) arising out of or based upon any false representation or warranty or breach or failure by the undersigned to comply with any covenant or agreement made by the undersigned herein or in this Agreement or in any other document furnished by the undersigned to any of the foregoing in connection with this transaction.

11. Notice. All notices in connection with this Agreement shall be in writing and personally delivered or delivered via overnight mail, with written receipt therefore, or sent by certified mail, return receipt requested, to each of the parties hereto at their addresses set forth above (or such other address as may hereafter be designated by either party in writing in accordance with this Section 11) with a copy, in the case of notice to the Company, to Tri-Core Companies, LLC, at 8840 E. Chaparral Road, Suite 150, Scottsdale, AZ 85250. Such notice shall be effective upon personal or overnight delivery or five (5) days after mailing by certified mail.

12. Miscellaneous.

(a) This Agreement is not assignable by the undersigned. This Agreement shall be binding upon and shall inure to the benefit of the parties, their successors and, subject to the above limitation, their assigns, and shall not be enforceable by any third party.

(b) This Agreement shall be deemed to have been made in the State of Arizona and any and all performance hereunder, or breach thereof, shall be interpreted and construed pursuant to the laws of the State of Arizona without regard to conflict of laws rules applied in State of Arizona. The parties hereto hereby consent to personal jurisdiction and venue exclusively in the State of Arizona with respect to any action or proceeding brought with respect to this Agreement.

(c) This Agreement contains all oral and written agreements, representations and arrangements between the parties with respect to its subject matter, and no representations or warranties are made or implied, except as specifically set forth herein. No modification, waiver, or amendment of any of the provisions of this Agreement shall be effective unless in writing and signed by both parties to this Agreement.

(d) No waiver of any breach of any terms of this Agreement shall be effective unless made in writing signed by the party against whom enforcement of the waiver is sought and no such waiver shall be construed as a waiver of any subsequent breach of that term or of any other term of the same or different nature.

(e) If any provision or portion of this Agreement or the application thereof to any person or party or circumstances shall be invalid or unenforceable under applicable law, such event shall not affect, impair, or render invalid or unenforceable the remainder of this Agreement.

(f) Each of the parties hereto shall cooperate and take such actions, and execute such other documents, at the execution hereof or subsequently, as may be reasonably requested by the other in order to carry out the provisions and purposes of this Agreement.

IN WITNESS WHEREOF, the undersigned, by his or its execution hereof, agrees to be bound by this Agreement.

Executed this _____ day of _____, 2008, at _____
(City), _____(State).

If the Investor is an INDIVIDUAL, complete the following:

The undersigned (circle one): **[is]** **[is not]** a citizen or resident of the United States.

Kurt Senser

Print Name of Individual

Print Name of Spouse / Co-Investor
(If Funds are to be invested in Joint Name
or are Community Property)

Print Social Security Number of Individual

Print Social Security Number of Spouse
or Co-Investor
(If Funds are to be Invested in Joint Name
or are Community Property)

Signature of Individual

Signature of Spouse / Co-Investor
(If Funds are to be Invested in Joint Name
or are Community Property)

Print Residential Address:

Print Residential Telephone Number:

CA _____

If the investor is PARTNERSHIP, CORPORATION, TRUST OR OTHER ENTITY, complete the following:

The undersigned (*circle one*) **[is]** **[is not]** a foreign partnership, foreign corporation, trust or foreign estate (as defined in the Internal Revenue Code of 1986, as amended, and the treasury regulations promulgated there under).

Print Name of Partnership, Corporation,
Trust, or Other Business Entity

Print Federal Tax Identification Number

Signature of Authorized Representative

Print Jurisdiction of Entity

Print Name of Authorized Representative

Print Title of Authorized Representative

Print Residential Address of Investor:

Print Residential Telephone Number:

ACCEPTANCE

The terms of the foregoing, including the subscription described therein, are agreed to and accepted on this _____ day of _____, 2008.

TRI-CORE COMPANIES, LLC

By: _____
Jason Todd Mogler - President

By: _____
Jim Hinkeldey - Vice-President

EXHIBIT 1
INVESTOR STATUS

(Please indicate by providing your initials next to the appropriate category in which the undersigned is included, and if the undersigned is an Accredited Investor, check the appropriate category of Accredited Investors in which the undersigned is an entity).

initials

- A. **"Nonaccredited Investor"**. The undersigned does not meet the definition of an "Accredited Investor" as defined herein below;

initials

- B. **"Accredited Investor"**. The undersigned is an Accredited Investor as defined below (*check applicable box*).

☐ 1. Any natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase exceeds One Million (\$1,000,000) Dollars;

☐ 2. Any natural person who had an individual income in excess of Two Hundred Thousand (\$200,000) Dollars in each of the two most recent years, or joint income with that person's spouse in excess of Three Hundred Thousand (\$300,000) Dollars in each of those years and has a reasonable expectation of reaching the same income level in the current year;

☐ 3. Any bank as defined in Section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act, whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934; any insurance company as defined in Section 2(a)(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company, as defined in Section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U. S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions, for the benefits of its employees if such plan has total assets in excess of Five Million (\$5,000,000) Dollars; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, (as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company or registered investment adviser) or if the employee benefit plan has total assets in excess of Five Million (\$5,000,000) Dollars if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

☐ 4. Any private business development company (as defined in Section 202(a)(22) of the Investment Advisers Act of 1940);

☐ 5. Any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership,

not formed for the specific purpose of acquiring the securities offered with total assets in excess of Five Million (\$5,000,000) Dollars;

☐6. Any director, executive officer or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;

☐7. Any trust, with total assets in excess of Five Million (\$5,000,000) Dollars, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii); and

☐8.* Any entity in which all of the equity owners are Accredited Investors.

NOTE: Entities (a) which are formed for the purpose of investing in the Company, or (b) the equity owners of which have contributed additional capital for the purpose of investing in the Company, shall be "looked through" and each equity owner must meet the definition of an accredited investor in any of paragraphs 1, 2, 3, 4, 5, 6 or 7 above and will be treated as a separate subscriber who must meet all suitability requirements.

* If this box is checked, please indicate on a separate schedule to be attached hereto, the category of Accredited Investor in which each equity owner of such entity is included.

CONFIDENTIAL

EXHIBIT B

PROMISSORY NOTE

B1

TRI_C007931

EXHIBIT B

PROMISSORY NOTE

THIS NOTE HAS BEEN MADE FOR INVESTMENT PURPOSES ONLY AND NOT WITH A VIEW TO OR FOR SALE IN CONNECTION WITH THE DISTRIBUTION THEREOF AND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"). THIS NOTE MAY NOT BE SOLD, TRANSFERRED, OR ASSIGNED ("TRANSFER") UNLESS IT IS SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE AND THE MAKER CONSENTS IN WRITING TO SUCH TRANSFER.

Tri-Core Companies, LLC, an Arizona Limited Liability Company, with offices at 8840 E. Chaparral Road, Suite 150, Scottsdale, AZ 85250 (the "Maker"), for value received, promises to pay to the Individual and/or legal entity designated in this Note as the "HOLDER," the principal sum of **Five Thousand Dollars** with a rate of return of eighty percent (80%), compounded annually. Interest shall be due and payable at maturity and based on the commencement date of the Note. The entire Principal shall be due and payable to the Holder no later than twenty-four (24) months from the Commencement Date. Maker may at any time or from time to time make a voluntary prepayment, whether in full or in part, of this Note, without premium or penalty.

1. NOTES

This Note in the principal amount of Five Thousand (\$5,000) Dollars per Note, or any fractional amounts, is offered for sale by the Maker, pursuant to that certain "Private Placement Memorandum" dated February 1, 2008. The Note shall be senior debt of the Maker and secured by the property.

2. EVENTS OF DEFAULT

A default shall be defined as one or more of the following events ("Event of Default") occurring and continuing:

- (a) The Maker shall fail to pay any interest payment on this Note when due for a period of thirty (30) days after notice of such default has been sent by the Holder to the Maker.
- (b) The Maker shall dissolve or terminate the existence of the Maker.
- (c) The Maker shall file a petition in bankruptcy, make an assignment for the benefit of its creditors, or consent to or acquiesce in the appointment of a receiver for all or substantially all of its property, or a petition for the appointment of a receiver shall be filed against the Maker and remain unstayed for at least ninety (90) days.

Upon the occurrence of an Event of Default, the Holder of this Note may, by written notice to the Maker, declare the unpaid principal amount and all accrued interest of the Note immediately due and payable.

3. SECURITY FOR PAYMENT OF THE NOTE(S)

The Note(s) offered by the MAKER are secured by future land purchase.

4. COMMENCEMENT DATE OF THE NOTE

The Commencement Date of the Note shall be the "Effective Date," as defined in that certain "Subscription Agreement" attached as Exhibit A to the Private Placement Memorandum.

5. STATUS OF HOLDER

The Maker may treat the Holder of this Note as the absolute owner of this Note for the purpose of making payments of principal or interest and for all other purposes, and shall not be affected by any notice to the contrary, unless the Maker so consents in writing.

6. SECURITIES ACT RESTRICTIONS

This Note has not been registered for sale under the Act. This Note may not be sold, offered for sale, pledged, assigned or otherwise disposed of, unless certain conditions are satisfied, as more fully set forth in the Subscription Agreement.

7. ATTORNEYS' FEES

The prevailing party in an action to enforce this Note shall be entitled to reasonable attorneys' fees, costs, and collection expense.

8. MISCELLANEOUS.

(a) **Successors and Assigns.** The Holder may not assign, transfer, or sell this Note to any party without the express written consent of the Maker. This Note shall be binding upon and shall inure to the benefit of the parties, their successors and, subject to the above limitation, their assigns, and shall not be enforceable by any third party.

(b) **Entire Agreement.** This Note contains all oral and written agreements, representations and arrangements between the parties with respect to its subject matter, and no representations or warranties are made or implied, except as specifically set forth herein. No modification, waiver, or amendment of any of the provisions of this Note shall be effective unless in writing and signed by both parties to this Note.

(c) **Notices.** All notices in connection with this Note shall be in writing and personally delivered or delivered via overnight mail, with written receipt thereof, or sent by certified mail, return receipt requested, to each of the parties hereto

at their addresses set forth above (or such other address as may hereafter be designated by either party in writing in accordance with this Section 8) with a copy to Tri-Core Companies, LLC, 8840 E. Chaparral Road, Suite 150, Scottsdale, AZ 85250. Such notice shall be effective upon personal or overnight delivery or five (5) days after mailing by certified mail.

(d) **Section Headings.** The headings of the various sections of the Note have been inserted as a matter of convenience for reference only and shall be of no legal effect.

(e) **Severability.** If any provision or portion of this Note or the application thereof to any person or party or circumstances shall be invalid or unenforceable under applicable law, such event shall not affect, impair, or render invalid or unenforceable the remainder of this Note.

(f) **Applicable Law.** This Note shall be deemed to have been made in the State of Arizona, and any and all performance hereunder, or breach thereof, shall be interpreted and construed pursuant to the laws of the State of Arizona without regard to conflict of laws rules applied in the State of Arizona. The parties hereto hereby consent to personal jurisdiction and venue exclusively in the State of Arizona with respect to any action or proceeding brought with respect to this Note.

Maker:

Tri-Core Companies, LLC,
An Arizona Company
8840 E. Chaparral Road - Suite 150
Scottsdale, AZ 85250

Holder:

Kurt Sensor

[REDACTED]
[REDACTED] CA [REDACTED]

Jason Todd Mogler

Print Name

Signature & Date

Kurt Sensor

Print Name

Signature & Date

EXHIBIT C

Tri-Core Companies, LLC

Investor Suitability Questionnaire

To: Prospective purchasers of Promissory Notes (the "Notes") offered by Tri-Core Companies, LLC (the "Company").

The Purpose of this Questionnaire is to solicit certain information regarding your financial status to determine whether you are an "Accredited Investor," as defined under applicable federal and state securities laws, and otherwise meet the suitability criteria established by the Company for purchasing Notes. ***This questionnaire is not an offer to sell securities.***

Your answers will be kept as confidential as possible. You agree, however, that this Questionnaire may be shown to such persons as the Company deems appropriate to determine your eligibility as an Accredited Investor or to ascertain your general suitability for investing in the Notes.

Please answer all questions completely and execute the signature page

A. Personal

1. Full Name: _____
2. Address of Principal Residence: _____

County: _____
3. Residential Telephone Number: () _____
4. Where are you registered to vote (County & State)? _____
5. Your driver's license is issued by the following state: _____
6. Other Residences or Contacts: *Please identify any other state where you own a residence, are registered to vote, pay income taxes, hold a driver's license, or have any other contacts, and describe your connection with such state:*

7. Please send all correspondence to:

- (1) _____ Residential Address [as set forth in item A-2]
- (2) _____ Business Address [as set forth in item B-1(a)]

8. Date of Birth: _____
9. Country of Citizenship: _____
10. Social Security Number or Tax I.D. Number: _____
11. E-Mail Address: _____

B. Occupations and Income

1. Occupation: _____
- (a) Business Address: _____
- (b) Business Telephone Number: (_____) _____
2. Gross income during each of the last two years exceeded:
- (1) _____ \$25,000 (3) _____ \$50,000
- (2) _____ \$100,000 (4) _____ \$200,000
3. Joint gross income with spouse during each of the last two years exceeded \$300,000.
- (1) _____ Yes (2) _____ No (3) _____ Not Applicable
4. Estimated gross income during current year exceeds:
- (1) _____ \$25,000 (3) _____ \$50,000
- (2) _____ \$100,000 (4) _____ \$200,000
5. Estimated joint gross income with spouse during current year exceeds \$300,000.
- (1) _____ Yes (2) _____ No (3) _____ Not Applicable

C. Net Worth

1. Current net worth or joint net worth with spouse (note that "net worth" includes all of the assets owned by you and your spouse in excess of total liabilities, including the fair market value, less any mortgage, of your principal residence.)

- (1) _____ \$50,000-\$100,000 (2) _____ \$100,000-\$250,000 (3) _____ \$250,000-\$500,000
- (4) _____ \$500,000-\$750,000 (5) _____ \$750,000-\$1,000,000 (6) _____ over \$1,000,000

2. Current value of liquid assets (cash, freely marketable securities, cash surrender value of life insurance policies, and other items easily convertible into cash) is sufficient to provide for current needs and possible personal contingencies:

(1)____Yes

(2)____No

D. Affiliation with the Company

Are you a director or executive officer of the Company?

(1)____Yes

(2)____No

E. Investment Percentage of Net Worth

If you expect to invest at least \$100,000 in Notes, does your total purchase price exceed 10% of your net worth at the time of sale, or joint net worth with your spouse?

(1)____Yes

(2)____No

(3)____Not Applicable

F. Consistent Investment Strategy

Is this investment consistent with your overall investment strategy?

(1)____Yes

(2)____No

G. Prospective Investor's Representations

The information contained in this Questionnaire is true and complete, and the undersigned understands that the Company and its counsel will rely on such information for the purpose of complying with all applicable securities laws as discussed above. The undersigned agrees to notify the Company promptly of any change in the foregoing information which may occur prior to any purchase by the undersigned of securities from the Company.

Prospective Investor(s):

Signature

Date: _____

Signature

(of spouse or co-investor, if purchase is to be made as joint tenants or as tenants in common)

Date: _____

EXHIBIT D

TRI-CORE COMPANIES, LLC BUSINESS PLAN

Mission Statement

The mission of Tri-Core Companies, LLC (the Company) is to purchase raw virgin beach front land on the Gulf of California (Sea of Cortez), Sonora, Mexico for either resale or for development.

The specific location the Company has concentrated on is generally between El Golfo de Santa Clara on the north and Puerto Peñasco (Rocky Point) on the south. This is a distance of about 80 miles and is being opened for development with the completion of the Coastal Highway that will make access by automobile to this virgin area easy for millions of visitors and buyers from the United States. The Company believes there will be a major increase in demand for property in this area with the completion of the highway. The highway is over four-fifths complete, and only a 15 mile portion of the center section remains to be completed which is scheduled for completion by Spring 2008.

If property is being purchased for resale, profitability will be generated by acquiring the virgin property and performing the following functions:

- Privatize the property, if necessary
- Create the preliminary plat plan
- Apply for and obtain the necessary permits and approvals from the several governmental agencies
- Submit the final plat plan for and obtain approval

If property is being purchased for development, the same steps noted above are still necessary. However, profitability would be further enhanced by:

- Completion of the infrastructure (roads, water, sewer, etc.)
- Selling individual lots or commercial parcels that would be ready for vertical construction
- Forming a joint venture with residential builders
- Forming a joint venture with a commercial builder
- Complete or partial build out by the company (depending on scenarios noted above)

The Company's choice for either scenario noted above will be influenced and driven by the market as demand for the area increases in direct correlation to the completion of the Coastal Highway.

Knowledge of the Marketplace

The Principals of the Company have been active in Mexican real estate for several years and consider the El Golfo/Rocky Point market one of the (if not the most) active markets in all of Mexico for development and potential upside investment.

Because of their experience and knowledge base, The El Golfo area was chosen for the Company's initial purchase due to its potential concentration and upside appreciation. Some of the driving factors that influenced this decision were:

- Its close proximity to the United States markets (one hour drive from the Border of US/Mexico)
- Its location on a beautiful, pristine, major body of water
- The quality of the sand beaches
- The scenic mountain views of the Baja Peninsula
- The opening of the area by the construction of the Coastal Highway from the US/Mexico border 300 miles to the south along the coast of the Sea of Cortez to Guaymas, Mexico, a major seaport
- The \$50 million dollar international airport under construction at Rocky Point that will accommodate all types of passenger planes. The first runway is to be completed in 2007 and the balance completed by 2009.
- Two state-of-the-art hospitals, Hospital of Penasco and the IMMS Hospital are currently under construction and will serve the El Golfo/Rocky Point areas

The primary target market is Baby Boomers and younger persons from Southern California, Arizona, and Nevada as buyers of property for weekends and vacations due to the close proximity to these U.S. States. Another large market to be targeted is the "Snow Bird" buyer/users looking for a winter vacation location from all over the United States and Canada. Other markets include buyers/users living in Mexico, and investors looking to put money into an area that is being labeled "the Sonoran Riviera."

The Mexican and Sonoran Governments are dedicated to promoting the area as a major destination for both Americans and Canadians. This is evidenced by the millions of dollars of infrastructure being put in place by the United States and Mexican Governments. A prime example of this dedication is the Coastal Highway. This three hundred mile highway is being built at a cost in excess of \$200 million dollars and will connect the port city of Guaymas in Mexico with the US/Mexico border at San Luis Rio Colorado, south of Yuma, Arizona. The highway is two-thirds completed and will be finished in late 2007. This will make this whole area much more accessible for millions of Americans in Southern California, Arizona, and Nevada for weekends and vacations, as well as longer stays for all of the US and Canada.

La Escalera Nautical, or the "Nautical Ladder," is a widely known plan to encourage tourism by development along the Sea of Cortez by building a series of hotels, marinas, and tourist sites located within a one day sail of one another. Fonatur, the Mexican tourism development agency, initially projected 50,000 boats and one million visitors by 2014, with the vast majority from the United States.

The Property - Lot 5 Mechor Ocampo, El Golfo

After reviewing many properties in the area over the past 12 months, the site selection was narrowed to a large land parcel in an area known as El Golfo de Santa Clara, in the Municipality of San Luis Rio Colorado, Sonora, Mexico and is nestled along the beach of the Sea of Cortez. This large land parcel (Lot 5) has over 250 acres of land with over one mile (6,000+- feet) of beautiful sandy beach frontage with rolling dunes and wonderful views of the Sea of Cortez and the mountains on the other (Baja) side of the water. The northerly portion of the site is generally level with a small fore dune about 10 to 15 feet above the beach for excellent views and is an excellent area for water front and water view single family lots. The center portion of the site has the same desirable fore dune and has a low to medium high second dune for added views for multi-family and mixed use development behind the single family area. The southern portion of the site has a high ridge that extends almost to the beach and has spectacular views from both sides down the beaches and the Sea of Cortez with the greatest views from the very top. This area is excellent for a destination resort, mixed-use residential, and supports commercial use such as restaurants, hotels, and recreational facilities.

This land was selected for its excellent location and for the following and other reasons: The land is at the southern edge of El Golfo, approximately one hour south of the U.S./Mexico border crossing at San Luis. The entire waterfront area in this section of the Sea of Cortez is undergoing major development with the building of the Coastal Highway that will provide needed access from major metropolitan areas of the United States including Arizona, Nevada, and Southern California. A new major border crossing facility is also planned for San Luis to relieve congestion at the present in-town facility; this will increase the number of inspection lanes from five to sixteen and will decrease the time for crossing the border.

The Colorado River flows into the Sea of Cortez north of El Golfo and forms a large delta area. El Golfo is near the northern end of the Sea of Cortez and is well protected from adverse weather and as a result, the waters are generally calm. El Golfo is a picturesque fishing village with long wide sandy beaches. The fishermen launch their boats from the sandy beaches directly into the water. There is at present one paved road that ends at El Golfo. The Coastal Highway from San Luis will provide needed tourist access to El Golfo and other waterfront areas. The new Coastal Highway will continue southerly to Puerto Penasco (Rocky Point) and beyond to Guaymas. The section from San Luis to Rocky Point is scheduled to be operational by early 2008 and most sections are already paved and ready for use.

The Company has acquired the 250-acre plus Lot 5 land parcel and has designated the site the *El Golfo Beach Resort* and it is in the center point of this area. The subject property overlooks the Sea of Cortez from many vantage points as well as from the over one mile of beach frontage. The area has boating, fishing, off-roading, hiking, bird watching, and other water oriented activities. Vehicles can drive along the beaches of The Sea of Cortez. The area is a major boating and recreation area for Sonora, Mexico, Arizona, Nevada, Southern Utah, and especially Southern California. Much of the land adjacent to the Sea of Cortez is owned and controlled by the Federal

and State Governments for recreation and preservation with minimum land available for private development. The Sea of Cortez waterfront areas of the State of Sonora, including the subject area, have experienced a major increase in real estate values in the past 36 months and this trend is continuing.

Water Access Lot 5

El Golfo Beach Resort is to be located on Lot 5, a site fronting 6,000+/- feet on the Sea of Cortez to the south of the Town of El Golfo. Boats can be launched from the beaches. The beaches are all sand with driving allowed along the beaches. There is a large hill with a lighthouse, called "El Mochorro," at the top that is a well known and is about a 1/2-mile north of the subject property. The subject site has rolling sand dunes near the waterfront and is generally level toward the rear area. The site is well adapted for the launching of small boats.

The Proposed Development for Lot 5

This project is a proposed mixed-use development, including a gated single family development of 500+/- single family lots, several areas for multi-family development, and a planned destination resort with hotels, restaurants, and supporting commercial facilities. All of this fronts on and has wonderful views of the Sea of Cortez at the Town of El Golfo, in rapidly developing San Luis Rio Colorado, Sonora, Mexico. The property consists of 100+/- hectares (250+/- acres) of land on the multi-level site overlooking the scenic waterways of the Sea of Cortez to the west and with mountain views to the east. The property has over 2,000 meters (6,000+/- feet) of sandy beach frontage. There are beautiful scenic views up and down the sandy beaches on the Sea of Cortez (Gulf of California). The lots will range from 50 feet by 100 feet to lots well over an acre depending on location, views, and terrain. The prime lots will be on the beach for wonderful views and easy water and beach access and at the top of the large hill near the south end of the property for spectacular views along the beaches for miles in each direction. The development will provide all the amenities associated with a destination development.

The Development Plan

The development plan is to purchase the property for cash with reserves to complete the development. The property will be developed in total or a part may be sold and the balance of the site developed for single family lots. The value of the approved subdivision will be sufficient to secure a construction funds for the cost of the off-site improvements, infrastructure and the marketing of the sites. The development will be completed in phases and we will be in the position to sell the lots to a residential builder, or individually on a retail basis in the open market.

Supporting Land Sale Prices for Lot 5

There has been a major increase in interest in land acquisition in the area between El

Golfo and Rocky Point since the construction of this section of the Coastal Highway began about 24 months ago. As the highway is nearing completion, there is a greater recent increase in activity, and that will continue to increase until and after the new road is completed. The greatest interest in buying by national and international groups for development and retail end buyers will be when the Coastal Highway will provide convenient access to land parcels currently only reachable by 4x4 vehicles. The road is completed to the rear of all of Mechor Ocampo but is not yet completed to Rocky Point.

The land where Lot 5 is located is a group of beach front parcels designated Mechor Ocampo and planned for tourism development. This section of beach front has 13 parcels varying in size up to 100+/- hectares with Lot 5 being the largest with the most frontage. Mechor Ocampo starts with Lot 1 in the Town of El Golfo and continues toward Rocky Point about six miles. Lot 3 (the largest section) with about 40 hectares or 100+/- acres is presently for sale for \$12.50 per square meter (\$1.25+/- per square foot). The present owner has held the property for many years and now wants to sell. The property is near Lot 5 and is smaller, but with less beach frontage than Lot 5. This owner, along with his sister, own Lot 10 in Mechor Ocampo and they have indicated that they have sold Lot 10 for \$6.00 per square meter (\$0.60+/- per square foot). Lot 10 is smaller and has less frontage than Lot 5 and is generally level with limited views except at the front of the property. According to the seller, this lower price is due to the location of the property further from development, the Town of El Golfo, and the less desirable terrain. Lot 9 in Mechor Ocampo is also for sale for \$12.37 per square meter (\$1.24+/- per square foot). This lot is very similar in size and terrain to Lot 10 discussed above. The Company has acquired Lot 5 for \$2.25 per square meter (\$0.23+/- per square foot), or well below the asking and sold prices in Mechor Ocampo. El Golfo is an area that is just starting to develop and therefore there have been few sales of beachfront and beach view lots in the El Golfo area. One starting development on 14 hectares in Lot 3 of Mechor Ocampo has sold eight beachfront lots (total only 12) for \$120,000 each without utilities or improvements. These have been sold to investors and potential users by private contact and without advertising. The asking prices for beach view lots in this subdivision range from \$45,000 to \$80,000, depending of the location. These lots are 50+/- feet by 100+/- feet. An overview of lot and land prices in Rocky Point is included in the Addenda. These prices dramatically point out the huge upside for land in El Golfo, compared to the more developed Rocky Point. But remember, El Golfo will be 45 minutes to one-hour closer to the United States/Mexico Border.

El Golfo/Rocky Point - General Economic and Area Information

The Colorado River forms the state line between Arizona, California, and Nevada, and continues southerly to the Sea of Cortez. Along its entire length, it is a major recreation/boating area for Arizona, Nevada, and Southern California in the spring & summer, and a perfect destination for "Snowbirds" in the winter creating a year around demand for the entire area.

Historically, neighboring Rocky Point has been a major recreational area for Phoenix and Tucson, Arizona. The drive time has been about three hours, making it a very easy weekend vacation spot. There have been many new high and mid-rise

condominium units built near Rocky Point on Sandy Beach within the past few years, providing over 3,000 new units. These are well designed and constructed developments with many beach front amenities. These units generally have sold for \$300,000 to over \$1,500,000 and have been sold primarily to U.S. residents. El Golfo is about 25 miles north of Rocky Point by the shore line. However, historically there has been no connecting road. The new Coastal Highway will make the drive between El Golfo and Rocky Point less than 30 minutes and will make El Golfo closer to California, Western Arizona, and Nevada. This will dramatically change the access to the El Golfo area.

Development in El Golfo is coming and soon. Neighboring El Golfo developments include a proposed single-family development with a golf course fronting the beach neighboring the subject to the north. This proposed development is also planned to have a hotel near the beach and possibly a marina. The developer for this property is U.S.-based, and is reported to have both the financial and development capability to complete the project. El Golfo is a small, quiet community that is poised to undergo extensive real estate development with the completion of the Coastal Highway and the increased access to large U.S. markets that will then be within convenient driving distance. There are many resort areas of Mexico with extensive development taking place, however there are only limited areas on the water that have good driving access from the United States. The Coastal Highway will make the El Golfo/Rocky Point area even more accessible, with El Golfo being only one hour from the border at a new 16-lane crossing.

Short Term Business Goals

The Company will be dedicated solely to its purchase of Lot 5 of Mechor Ocampo and managing it for success. This includes the creation of a development plan, the development of marketing campaigns, and the pursuit of letters of intent for lot pre-sales.

As part of the short-term development plan, we will proceed to obtain an ALTA or equivalent land survey to proceed with a title insurance commitment, initial site studies, and engineering to plan for development and/or division of the property. In addition, we will proceed with the concession for the "Federal Zone" so that we may have exclusive use of the 20 meters controlled by the Mexican Government adjacent to the "high water mark." This is an important concession and we are proceeding forward. The other pre-development permit is for the ecology of the property and is an involved and extensive study. We have had the environmentalist we work with review Lot 5 on a preliminary basis and there are no apparent environmental concerns; however, the actual permit requires an expensive and time consuming study and approval process.

Other permits pertain to the water, electricity, and planned development. These are in conjunction with the Municipality of San Luis (the governing entity) and the several department and utilities.

Within this initial permit period, we will be preparing preliminary site plans to determine the highest and best use/layout of the Lot 5 property and frontage. We will

also explore the various sales materials we intend to use, such as property informational brochures and media packages for the development. This pre-marketing focus will concentrate on our primary target markets of Southern California, Arizona, and Nevada, with exposure in the rest of the United States and Canada as we proceed further.

To further ensure success, the Company will continue to focus on the development of strong relationships with key property professionals (brokers, financial institutions, law firms, building contractors and suppliers, etc.). While we presently enjoy a good relationship with several governmental agencies, we will also be working quite diligently throughout the whole development process to further strengthen and expand our relationships with governmental agencies and political entities. Since we also understand and respect the Mexican culture, we foresee no obstacle in achieving strong and favorable relationships with the governing authorities.

The Company will create and maintain an image and presence in the industry as an honest and creative enterprise, characterized by ethics, integrity, and producing a quality of work that represents a real asset for clients and investors.

Long Term Business Goals

Throughout 2007 and thereafter, the Company's only primary goal is continue to manage the planned development of Lot 5 for success. The primary focus will be the monitoring of all required permits and the development layout.

Thereafter, preliminary talks with several local contractors will commence so that the Company will be in a position to move quickly to choose contractors for such items as roadwork, water, electricity, etc. Also, discussions with building suppliers will be taking place to again ensure that the Company will be in a position to act swiftly as the need arises for any given material.

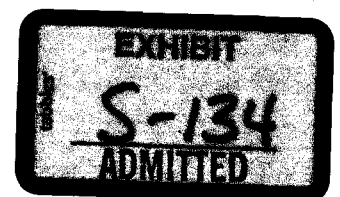
The marketing material will be formulated as the final vision of Lot 5 becomes evident. The Company foresees the actual sale of the parcels occurring early-year, 2008. It is the Company's intention to be positioned to start actual sales by the third quarter of 2008 to either the general public or to other builders.

The overall development of Lot 5 is for a planned "destination" mixed-use development. This will combine oceanfront and ocean view single-family lots and multi-family parcels with a commercial core including hotels, restaurants, recreation features, and support retail shops. The goal is to create a "Five Star" development that will appeal to users/buyers of all ages from the United States, Canada, Mexico, and anywhere else.



CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

**PLEASE RETURN ONE COPY TO US IN
THE PROVIDED RETURN PACKAGING.**





Memorandum#: M. Hansen (Lot 5)

Referral: Kurt Sokolik

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

Tri-Core Companies, LLC
An Arizona Limited Liability Company

\$3,500,000

\$5,000 per Promissory Note (Unit)
MINIMUM PURCHASE - 1 Promissory Note
80% Rate of Return, Compounded Annually; Paid At Maturity
Maturity Date: 24 months
Redemption at Maturity - \$16,200 per Unit

Tri-Core Companies, LLC, an Arizona Limited Liability Company (hereinafter referred to as the "COMPANY"), is offering by means of this Confidential Private Placement Memorandum a maximum of Seven Hundred (700) Secured Promissory Notes ("Notes") at an offering price of Five Thousand (\$5,000) Dollars per Note, for a maximum total of Three Million and Five Hundred Thousand Dollars (\$3,500,000), to qualified investors who meet the Investor Suitability Requirements set forth herein (see "INVESTOR SUITABILITY REQUIREMENTS"). Each Investor must agree to purchase the Notes, as a lender to the Company, for investment purposes only, and execute a Subscription Agreement in the form contained in the accompanying Subscription Booklet (see "TERMS OF THE OFFERING").

**THESE SECURITIES ARE SPECULATIVE AND INVESTMENT
IN THE NOTES INVOLVES A DEGREE OF RISK
(SEE "RISK FACTORS")**

	Offering Price	Selling Commissions	Proceeds to Company
Per Unit	\$5,000	\$500	\$4,500
Maximum Units	\$3,500,000	\$350,000	\$3,150,000

Tri-Core Companies, LLC
8840 E. Chaparral Road, Suite 150
Scottsdale, AZ 85250
Telephone: (480) 356-3200
Facsimile: (480) 346-3201

Tri-Core Companies LLC

(877) 527-6698

TRI_C007946

The date of this Private Placement Memorandum is February 1, 2008

Tri-Core Companies LLC

(877) 527-6698

TRI_C007947

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IMPORTANT NOTICES

This Confidential Private Placement Offering Memorandum ("Memorandum") is submitted to you on a confidential basis solely for the purpose of evaluating the specific transaction described herein. This information shall not be photocopied, reproduced, or distributed to others without the prior written consent of Tri-Core Companies, LLC ("Company"). If the recipient determines not to purchase any of the Notes offered hereby, it will promptly return all material received in connection herewith without retaining any copies.

DISCLAIMERS

THE NOTES OFFERED HEREBY IN THIS OFFERING MEMORANDUM HAVE NOT BEEN REGISTERED WITH, OR APPROVED, BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION, NOR HAVE SUCH NOTES OR THIS MEMORANDUM BEEN FILED WITH OR REVIEWED BY THE ATTORNEY

GENERAL OF ANY STATE OR THE SECURITIES REGULATORY AUTHORITY OF ANY STATE. THIS OFFERING IS BASED ON THE EXEMPTION FROM SUCH REGISTRATION AS SET FORTH IN §4(2) AND RULE 506 OF REGULATION D OF THE SECURITIES ACT OF 1933, AS AMENDED.

THE INVESTMENT DESCRIBED IN THIS MEMORANDUM INVOLVES RISKS, AND IS OFFERED ONLY TO INDIVIDUALS WHO CAN AFFORD TO ASSUME SUCH RISK FOR AN INDEFINITE PERIOD OF TIME AND WHO AGREE TO PURCHASE THE NOTES ONLY FOR INVESTMENT PURPOSES AND NOT WITH A VIEW TOWARD THE TRANSFER, RESALE, EXCHANGE OR FURTHER DISTRIBUTION THEREOF. THERE WILL BE NO PUBLIC MARKET FOR THE NOTES ISSUED PURSUANT TO THIS OFFERING MEMORANDUM. THE RESALE OF THE NOTES IS LIMITED BY FEDERAL AND STATE SECURITIES LAWS AND IT IS THEREFORE RECOMMENDED THAT EACH POTENTIAL INVESTOR SEEK COUNSEL SHOULD THEY DESIRE MORE INFORMATION.

THE PRICE OF THE NOTES AS DESCRIBED IN THIS OFFERING MEMORANDUM HAS BEEN ARBITRARILY DETERMINED BY THE SPONSORS OF THIS INVESTMENT, AND EACH PROSPECTIVE INVESTOR SHOULD MAKE AN INDEPENDENT EVALUATION OF THE FAIRNESS OF SUCH PRICE UNDER ALL THE CIRCUMSTANCES AS DESCRIBED IN THE ATTACHED OFFERING MEMORANDUM.

NO PERSON IS AUTHORIZED TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATION IN CONNECTION WITH THIS MEMORANDUM, EXCEPT SUCH INFORMATION AS IS CONTAINED OR REFERENCED IN THIS MEMORANDUM. ONLY INFORMATION OR REPRESENTATIONS CONTAINED OR REFERENCED HEREIN MAY BE RELIED UPON AS HAVING BEEN MADE BY THE COMPANY. PROSPECTIVE INVESTORS WHO HAVE QUESTIONS CONCERNING THE TERMS AND CONDITIONS OF THIS PRIVATE OFFERING MEMORANDUM OR WHO DESIRE ADDITIONAL INFORMATION OR DOCUMENTATION TO VERIFY THE INFORMATION CONTAINED HEREIN SHOULD CONTACT THE COMPANY. PROJECTIONS OR FORECASTS CONTAINED IN THIS PRIVATE OFFERING MEMORANDUM, OR OTHER MATERIALS, MUST BE VIEWED ONLY AS ESTIMATES. ALTHOUGH ANY PROJECTIONS CONTAINED IN THIS MEMORANDUM ARE BASED UPON ASSUMPTIONS WHICH THE COMPANY BELIEVES TO BE REASONABLE, THE ACTUAL PERFORMANCE OF THE COMPANY MAY DEPEND UPON FACTORS BEYOND THE CONTROL OF THE COMPANY. NO ASSURANCE CAN BE GIVEN THAT THE COMPANY'S ACTUAL PERFORMANCE WILL MATCH ITS INTENDED RESULTS.

1. SUMMARY OF THE OFFERING

THE FOLLOWING SUMMARY IS QUALIFIED IN ITS ENTIRETY BY MORE DETAILED INFORMATION THAT MAY APPEAR ELSEWHERE IN THIS PRIVATE PLACEMENT MEMORANDUM. EACH PROSPECTIVE INVESTOR IS URGED TO READ THIS PRIVATE OFFERING MEMORANDUM IN ITS ENTIRETY.

Tri-Core Companies, LLC (the "Company") was formed on August 29, 2007 as an Arizona Limited Liability Company. The Company is in the business of Land Acquisition and Development.

The Securities offered are Seven Hundred (700) Notes issued by the Company at Five Thousand (\$5,000) Dollars per Note, payable in cash at the time of subscription (see "Exhibit "B" for copy of Promissory Note). The minimum purchase is one (1) Note. The Notes have an annual rate of return of eighty (80%) percent interest, compounded annually. The return will be paid at maturity, with a maturity date of twenty-four (24) months from the Commencement Date of each Note. The Notes offered pursuant to this Private Placement Memorandum will be secured by the property being purchased.

None of the Notes are convertible to Membership Units, or other type of equity, in the Company. The Principal may be prepaid, at the sole discretion of the Company, without a prepayment penalty. This offering will commence on February 1, 2008, and will terminate no later than February 1, 2010, unless extended by the Company (see "TERMS OF THE OFFERING").

The gross proceeds of the offering will be a maximum of Three Million Five Hundred Thousand (\$3,500,000) Dollars. The use of the proceeds is to purchase a water front subdivision in San Luis Rio Colorado, Sonora, Mexico as described herein (see "USE OF PROCEEDS").

2. THE COMPANY

Tri-Core Companies, LLC (the "Company") was formed on August 29, 2007, as an Arizona Limited Liability Company. At the date of this offering, One Thousand (1,000) of the Company's Membership Units were authorized, with Nine Hundred (900) membership units issued and outstanding. The Company is in the business of construction management, land acquisition, and development.

2.1 OPERATIONS

The Company is in the business of construction management, land acquisition, and development, specializing in beach front properties along the coast of upper Sonora. SEE "EXHIBIT D - BUSINESS PLAN."

2.2 BUSINESS PLAN

Tri-Core Companies' Business Plan, included as Exhibit D of this

Memorandum, and was prepared by the Company using assumptions set forth in the Business Plan, including several forward looking statements. Each prospective investor should carefully review the Business Plan before purchasing Notes. Management makes no representations as to the accuracy or achievability of the underlying assumptions and projected results contained herein.

3. MANAGEMENT

3.1 LLC MANAGERS

The success of the company is dependent upon the services and expertise of existing management. At the present time, three individuals are actively involved in the management of the Company:

Jason Todd Mogler - President and General Partner

Jason Todd Mogler is a principal partner in Tri-Core Companies LLC, Tri-Core Business Development LLC, Tri-Core Business Development 2 LLC, and Tri-Core Lending, Inc., as well as the President of MyCreditStore dba LenderSquare, Inc. which has been a profitable business since 1997.

Mr. Mogler has an impressive academic resume at Arizona State University where he holds a Bachelor of Science degree with a major in marketing and a minor in psychology. His master studies with Thunderbird American Graduate School of International Management give him an international understanding of business strategies and marketing position. His practical work experience as the Director of Construction Lending for the Royal Bank of Canada gives him thorough knowledge of construction lending and banking operations.

Mr. Mogler has a very long reputation for honest business practices and fair dealings with all people both personally and professionally.

Vince Gibbons - Vice-President and Director of Development and Engineering

Vince Gibbons has over 22 years of civil engineering experience domestically and internationally. His expertise encompasses due diligence, master planning, feasibility studies, design and contract document preparation for private development, commercial, water, transportation, airport, flood control, storm drain, and sewer projects. Additional professional skills include total project management, design build, construction management, shop drawing review, inspection, cost estimates, and budget and schedule control. Mr. Gibbons is proficient in managing multi-disciplined teams and large projects for private developers and public agencies, as well as smaller more detailed oriented projects. He has earned a reputation for being quality conscious, and for "going the extra mile" to complete projects on time and within budget. He has worked

on a wide variety of projects in the states of Arizona, Utah, Colorado, Nevada, and New Mexico, and in the countries of Panama and Mexico, and is very familiar with the requirements and criteria of each associated governing entity. This broad experience has provided him with an extensive base of knowledge that allows him to develop innovative and cost effective solutions for a myriad of situations.

Mr. Gibbons has owned and operated Tri-Core Engineering for over 9 years. Tri-Core Engineering currently has offices in Arizona, Colorado, and Nevada and is registered in Panama. With a staff of 35 highly qualified and diversified individuals and professionals, Tri-Core Engineering has the ability to offer its clients a wide range of services and expertise. Mr. Gibbons functions as owner, president, and project manager of various endeavors. He and his staff are committed to ensuring that every project is completed to the highest level of accuracy and completeness, and that each client is provided with the individual attention and service they require.

Jim Hinkeldey - Vice-President

Jim Hinkeldey possesses thirty-five years of banking and financial experience including portfolio management, joint venture management, and all aspects of the mortgage banking profession for select regional New York banks.

Mr. Hinkeldey headed the Joint Venture division at Richmond Hill Savings Bank in New York. Accordingly, his scope of work entailed the project feasibility and running of day-to-day operations both in the field and office. He was responsible for land acquisition through project conclusion which included the delivery of completed developments in a timely and cost efficient, profitable manner. He reported directly to the Board of Directors.

Mr. Hinkeldey also managed a mortgaged backed portfolio. He successfully rearranged the structure of the portfolio to meet asset/liability re-pricing demands. His concept creation resulted in a portfolio that met re-pricing sensitivity models while delivering positive bottom line results.

Throughout Mr. Hinkeldey's career, he remained active in the mortgage banking profession in both residential and commercial properties. He was responsible for running a lending network of 15 branches.

Mr. Hinkeldey's business philosophy is based on total enterprise engagement, accountability, and the deliverability of profitable projects. Mr. Hinkeldey's philosophy is that the client and his investment or requirements come first and are paramount to each success.

Presently, Mr. Hinkeldey is the Principal Partner of Real Impact LLC., a select group of investors specializing in the acquisition of residential and commercial properties. In this role, he is responsible for the selection of investment properties and overseeing any corrective construction required prior to sale or rental of the property.

Mr. Hinkeldey's educational background consists of a degree in Banking and Money Management from Adelphi University, Long Island, New York. He also holds a three year specialized degree in real estate finance from the Mortgage Bankers of America which he received from Northwestern University. He attended numerous programs for finance, real estate, and management at New York University and Wharton Business School.

The management team may be further developed and expanded with qualified and experienced executives, professionals and consultants, as the Company matures and grows.

4. TERMS OF THE OFFERING

4.1 GENERAL TERMS OF THE OFFERING

This Private Offering Memorandum is offering a maximum of Seven Hundred (700) Notes at Five Thousand (\$5,000) Dollars per Note, for a maximum of Three Million Five Hundred Thousand (\$3,500,000) Dollars to a select group of Investors who satisfy the Investor Suitability Requirements (see "**INVESTOR SUITABILITY REQUIREMENTS**"). The Company has the authority to sell fractional Notes at its sole discretion.

4.2 MINIMUM OFFERING AMOUNT - HOLDING ACCOUNT

The Company has established an Investment Holding Account with Wells Fargo Bank into which the offering proceeds will be placed. No minimum offering amount has been established before such proceeds will be released from the holding account and utilized by the Company.

4.3 NONTRANSFERABILITY OF NOTES

The Notes have not been registered with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Securities Act"), and are being offered in reliance upon an exemption under §4(2) and Rule 506 of Regulation D of the Securities Act, as amended, and rules and regulations hereunder. The Notes have not been registered under the securities laws of any state and will be offered pursuant to an exemption from registration in each state. A purchaser may transfer or dispose of the Note only if such Notes are subsequently registered under the Securities Act, or if an exemption from registration is available, and pursuant to an opinion of counsel acceptable to the Company and its counsel to the effect that the Notes may be transferred without violation of the registration requirements of the Securities Act or any other securities laws.

4.4 CLOSING OF THE OFFERING

The Notes are offered and closed only when a properly completed Subscription Agreement (**Exhibit A**); Note (**Exhibit B**), and Investor Questionnaire (**Exhibit C**) are submitted by the investing Subscriber or his/her Investor Representatives and are received and accepted by the Company. The Subscription Agreement as submitted by an investing Subscriber or his/her Investor Representatives shall be binding once the Company signs the Subscription Agreement, Note and the funds delivered by the potential Investor to the Company with the Subscription Agreement has been cleared by the financial institution in which they are deposited by the Company. The Notes will be delivered to qualified Investors upon acceptance of their subscriptions. All funds collected from investing Subscribers will be deposited in a designated account under the control of the Company. Investors subscribing to the Notes may not withdraw or revoke their subscriptions at any time prior to acceptance by the Company, except as provided by certain state laws, or more than thirty (30) days have passed after receipt of the Subscription Agreement by the Company without the Company accepting the Investor's funds and delivering all applicable documents to such Investor. The proceeds of this Offering will be used only for the purpose set forth in this Private Offering Memorandum (see "**USE OF PROCEEDS**").

The Company may close in whole or in part or terminate this Offering under any of the following conditions:

1. Upon receipt of the maximum offering subscription amount of Three Million Five Hundred Thousand (\$3,500,000) Dollars
2. Notwithstanding the above, this offer shall terminate one (1) year from the date of this Private Placement Memorandum; or on such later date not exceeding thirty (30) days thereafter to which the Company, in its sole discretion, may extend this Offering.

5. PLAN OF DISTRIBUTION

5.1 OFFERING OF NOTES

The Notes will be offered to prospective lenders by Officers and Directors of the Company and qualified licensed personnel, pursuant to State and Federal security rules and regulations. This Offering is made solely through this Private Placement Memorandum and without any form of general solicitation or advertising. The Company and its Officers and Directors or other authorized personnel will use their best efforts during the Offering period to find eligible Investors who desire to subscribe to the Notes in the Company. These Notes are offered on a "best efforts" basis, and there is no assurance that any or all of the Notes will be closed. The Company has the authorization to offer fractional Notes at its sole discretion. The Offering period will begin as of the date of this

private Offering Memorandum and will close upon the happening of such occurrences as defined herein (see **"TERMS OF THE OFFERING"**).

5.2 PAYMENTS TO BROKER DEALERS OR INVESTMENT ADVISORS

The Company has the power to pay fees or commissions to qualified Broker Dealers, Registered Investment Advisors or any other person qualified under other applicable federal and state security laws.

6. DESCRIPTION OF NOTES

6.1 NOTES

The Company is offering Seven Hundred (700) Notes of the Company to potential investors at Five Thousand (\$5,000) Dollars per Note, payable in cash at the time of the subscription. The minimum purchase is one (1) note. The Notes will have a rate of return of eighty (80%) percent interest, compounded annually, with a maturity date of twenty-four (24) months from the Commencement Date of each Note. Interest shall be paid at maturity (24 months). All principal shall be paid at maturity. Principal with accrued interest may be prepaid at the sole discretion of the Company, without a prepayment penalty at any time. The Notes will be issued in the form attached hereto and incorporated herein by reference as though set forth in full herein as **Exhibit B**.

6.2 SECURITY FOR PAYMENT OF THE NOTES

The Notes being offered by the Company in this Private Placement Offering are secured by the land Tri-Core Companies LLC purchases. Tri-Core Companies LLC will establish an administration account which will hold the deed to the property until all note holders will be paid in full.

6.3 REPORTS TO NOTEHOLDERS

The Company will furnish annual un-audited reports to its Note holders ninety (90) days after its fiscal year. The Company may issue other interim reports to its Note holders as it deems appropriate. The Company's fiscal year ends on December 31st of each year.

7. USE OF PROCEEDS

The gross proceeds of the Offering will be a maximum of Three Million Five Hundred Thousand (\$3,500,000) Dollars. The table below sets forth the use of proceeds for both the maximum and minimum offering amounts.

Sources

	Maximum Amount	Percent of Proceeds
Proceeds From Sale of Notes	\$3,500,000	100%

Application of Proceeds

Offering Expenses (1)	\$350,000	10.00%
Commissions (2)	\$350,000	10.00%
Total Offering Expenses & Fees	\$700,000	20.00%
Net Offering Proceeds	\$2,800,000	80.00%
Land Purchase	\$2,225,000	63.57%
Engineering	\$350,000	10.00%
Marketing	\$200,000	5.72%
Web Site Development	\$25,000	0.71%
Total Application of Proceeds	\$3,500,000	100%

Footnotes:

(1) Includes estimated memorandum preparation, filing, printing, legal, accounting and other fees and expenses related to the Offering

(2) This Offering is being sold by the officers and directors of the Company, who will not receive any compensation for their efforts. No sales fees or commissions will be paid to such officers or directors. Notes may be sold by registered brokers or dealers who are members of the NASD and who enter into a Participating Dealer Agreement with the Company. Such brokers or dealers may receive commissions up to ten percent (10%) of the price of the Notes sold.

8. CAPITALIZATION STATEMENT

8.1 CAPITALIZATION PRIOR TO AND AFTER THE OFFERING

The following table summarizes the capitalization of the Company prior to, and as adjusted to reflect, the issuance and sale of the maximum of Seven Hundred (700) Notes or Three Million Five Hundred Thousand (\$3,500,000) Dollars.

	AS ADJUSTED 08/29/07	AFTER THE OFFERING
Notes	<u>-0-</u>	<u>\$3,500,000</u>
Membership Units \$.01 par value, 1,000 Units authorized, 1000 Units issued and outstanding	\$100	\$100
Net Shareholders' Equity	\$100	\$100
TOTAL CAPITALIZATION	<u>\$100</u>	<u>\$3,500,100</u>

9. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

9.1 RESULTS OF OPERATIONS

The Company is a development stage company and has not yet commenced its principal operations.

9.2 LIQUIDITY AND CAPITAL RESOURCES

The Company's liquidity and capital resources are dependent on its ability to raise sufficient capital to pay for the purchase price of the Promissory Notes.

10. CERTAIN TRANSACTIONS

10.1 ARIZONA LIMITED LIABILITY COMPANY

Tri-Core Companies, LLC is a privately held Arizona Limited Liability Company, incorporated on August 29, 2007.

10.2 PRIVATE OFFERING OF NOTES

The Company is authorized to offer in this private offering, up to Three Million Five Hundred Thousand (\$3,500,000) Dollars of Notes to selected investors, effective on February 1, 2008.

11. FIDUCIARY RESPONSIBILITIES OF THE DIRECTORS AND OFFICERS OF THE COMPANY

11.1 GENERAL

The Principals, Officers, and Directors of the Company are accountable to the Company as fiduciaries and such Principals, Officers and Directors are required to exercise good faith and integrity in managing the Company's affairs and policies. Each Note Holder of the Company, or their duly authorized representative, may inspect the books and records of the Company at any time during normal business hours. A Note Holder may be able to bring an action on behalf of himself in the event the Note Holder has suffered losses in connection with the purchase or sale of the Note(s) in the Company, due to a breach of fiduciary duty by an Officer or Director of the Company, in connection with such sale or purchase, including the misrepresentation or misapplication by any such Officer or Director of the proceeds from the sale of these Notes, and may be able to recover such losses from the Company.

11.2 INDEMNIFICATION

Indemnification is permitted by the Company to directors, officers, or controlling persons pursuant to Arizona law. Indemnification includes expenses, such as attorneys' fees and, in certain circumstances, judgments, fines and settlement amounts actually paid or incurred in connection with actual or threatened actions, suits or proceedings involving such person and arising from their relationship with the Company, except in certain circumstances where a person is adjudged to be guilty of gross negligence or willful misconduct, unless a court of competent jurisdiction determines that such indemnification is fair and reasonable under the circumstances.

12. RISK FACTORS

THIS INVESTMENT INVOLVES A DEGREE OF RISK. AN INDIVIDUAL CONTEMPLATING INVESTMENT IN THIS OFFERING SHOULD GIVE CAREFUL CONSIDERATION TO THE ELEMENTS OF THE RISK SUMMARIZED BELOW, AS WELL AS THE OTHER RISK FACTORS IDENTIFIED ELSEWHERE IN THIS PRIVATE OFFERING MEMORANDUM.

12.1 FORMATION OF THE COMPANY

The Company was formed on August 29, 2007. It is therefore subject to all the risks inherent in the creation of a new Company. Unforeseen expenses, complications, and delays may occur with a new Company.

12.2 CONTROL BY COMPANY

After completion of this offering, the Company will own one hundred percent (100%) of the issued and outstanding Membership Units. Such ownership will enable the Company to continue to elect all the Managers and to control the Company's policies and affairs. The Note Holders will not have any voting rights in the Company.

12.3 RELIANCE ON THE COMPANY FOR MANAGEMENT

All decisions with respect to the management of the Company will be made exclusively by the Principal Managers of the LLC. The Note Holders do not have the right or power to take part in the management of the Company. Accordingly, no person should purchase a Note unless he is willing to entrust all aspects of the management of the Company to existing Management.

12.4 LIMITED TRANSFERABILITY OF THE NOTES

The transferability of the Notes in this offering is limited, and potential investors should recognize the nature of their investment in the offering. It is not expected that there will be a public market for the Notes because there will be only a limited number of investors and restrictions of the transferability of Notes. The Notes have not been registered under the Securities Act of 1933, as amended, or qualified or registered under the securities laws of any state and, therefore, the Notes cannot be resold unless they are subsequently so registered or qualified or an exemption from such registration is available. The offering also contains restrictions on the transferability of the Notes. Accordingly, purchasers of Notes will be required to hold such Notes to maturity unless otherwise approved by the Company. The Company does not intend to register the Notes under the Securities Act of 1933.

12.5 CAPITALIZATION OF THE COMPANY

Prior to this offering, the Company was funded by cash. Independent of the amounts raised in this offering the Company does not have any other assets available to use to pay principal or interest on the Notes.

12.6 REGULATIONS

The Company is subject to various federal and state laws, rules and regulations governing, among other things, the licensing of, and procedures that must be followed by, mortgage owners and disclosures that must be made to consumer borrowers. Failure to comply with these laws may result in civil and criminal liability and may, in some cases, give consumer borrowers their right to rescind

their mortgage loan transactions and to demand the return of finance charges paid to the company. Because the Company's business is highly regulated, the laws, rules, and regulations applicable to the Company are subject to subsequent modification and change. The Company believes it is in full compliance with any and all applicable laws, rules and regulations both domestically and in Mexico.

13. PRINCIPAL SHAREHOLDERS

As of the date of this Offering, the Company has Nine Hundred (900) Membership Units issued and outstanding to Jason Todd Mogler (30%), Jim Hinkeldey (30%), and Vince Gibbons (30%).

14. HOW TO INVEST

An Investor who meets the qualifications as set forth in this Private Offering Memorandum may subscribe for at least the minimum purchase herein of One (1) Note (Five Thousand (\$5,000) Dollars) by carefully reading this entire Private Offering Memorandum and by then completing and signing a separately bound booklet. This booklet contains identical copies of the following exhibits contained in the Private Offering Memorandum, including:

Exhibit A INSTRUCTIONS TO SUBSCRIBERS and SUBSCRIPTION AGREEMENT: This contains complete instructions to Subscribers and should be read in its entirety by the prospective investor prior to investing. The Subscription Agreement must be signed by the Investor.

Exhibit B PROMISSORY NOTE: This Note will be signed by Tri-Core Companies, LLC.

Exhibit C INVESTOR QUESTIONNAIRE: This questionnaire requires a Subscriber to complete a financial history in order to aid the Company in the determination of the suitability of the Subscriber as a potential Investor. This questionnaire must be signed by the Investor.

Exhibit D Tri-Core Companies, LLC Business Plan

Copies of all the above referenced documents are included with this Private Placement Memorandum. For discussion of the actions of the Company upon receipt of a properly completed request to invest by a Subscriber, please see **"TERMS OF THE OFFERING."** Such Investor should include his check made payable Tri-Core Companies, LLC, along with the SUBSCRIPTION AGREEMENT, NOTE, AND INVESTOR QUESTIONNAIRE. Delivery of the documents referred to above, together with a check to the Company should be addressed to the Company as follows: **Tri-Core Companies, LLC, 8840 E. Chaparral Road, Suite 150, Scottsdale, AZ 85250.**

15. INVESTOR SUITABILITY REQUIREMENTS

15.1 INTRODUCTION

Potential Investors should have experience in making investment decisions or such Investors should rely on their own tax consultants or other qualified investment advisors in making this investment decision.

15.2 GENERAL SUITABILITY

Each potential Investor will be required to represent the following by execution of a Subscription Agreement:

1. The Investor has such knowledge and experience in financial and business matters and is capable of evaluating the merits and risks of an investment in this Offering.
2. The Investor has the ability to bear the economic risk of this investment, has adequate means to provide for his, her, or its current needs and personal contingencies, has no need for liquidity in this investment and could afford the complete loss of the investment.
3. The Investor is acquiring the Note(s) for his, her or its own account for investment purposes only and not with a view toward subdivision, resale, distribution or fractionalization thereof, or for the account of others, and has no present intention of selling or granting any participation in, or otherwise distributing, the Note(s).
4. The investor's overall commitment to invest in the Note(s) is not disproportionate to his, her, or its net worth and the investment in these Note(s) will not cause such overall commitment to become excessive.
5. The investor has read and understands this Private Placement Memorandum and all its exhibits.

15.3 NONACCREDITED INVESTORS

Up to and including thirty-five (35) investing Subscribers may be accepted by the Company as suitable Investors if each such Subscriber has a net worth sufficient to bear the risk of losing his entire investment and meets the above "General Suitability Standards."

15.4 ACCREDITED INVESTORS

In addition to satisfying the "General Standards" as defined above, all but thirty-five (35) Subscribers for Shares must each satisfy one of the "Accredited Investors" economic suitability standards as defined below:

1. Any natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase exceeds One Million (\$1,000,000) Dollars;

2. Any natural person who had an individual income in excess of Two Hundred Thousand (\$200,000) Dollars in each of the two most recent years, or joint income with that person's spouse in excess of Three Hundred Thousand (\$300,000) Dollars in each of those years and has a reasonable expectation of reaching the same income level in the current year;

3. Any bank as defined in Section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act, whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934; any insurance company as defined in Section 2(a)(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company, as defined in Section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions, for the benefits of its employees if such plan has total assets in excess of Five Million (\$5,000,000) Dollars; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, (as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company or registered investment adviser) or if the employee benefit plan has total assets in excess of Five Million (\$5,000,000) Dollars if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

4. Any private business development company (as defined in Section 202(a)(22) of the Investment Advisers Act of 1940);

5. Any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered with total assets in excess of Five Million (\$5,000,000) Dollars;

6. Any director, executive officer or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;

7. Any trust, with total assets in excess of Five Million (\$5,000,000) Dollars, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii); and

8. Any entity in which all of the equity owners are Accredited Investors.

NOTE: Entities (a) which are formed for the purpose of investing in the Company, or (b) the equity owners of which have contributed additional capital for the purpose of investing in the Company, shall be "looked through" and each equity owner must meet the definition of an accredited investor in any of paragraphs 1, 2, 3, 4, 5, 6 or 7 above and will be treated as a separate subscriber who must meet all suitability requirements.

15.5 ACCEPTANCE OF SUBSCRIPTION AGREEMENT BY THE COMPANY

The Investor Suitability Requirements referred to in this section represent minimum requirements for potential investors. Satisfaction of these standards does not necessarily mean that participation in this Offering constitutes a suitable investment for such a potential investor or that the potential investors' Subscription will be accepted by the Company. The Company may, in fact, modify such requirements as circumstances dictate. All Subscription Agreements submitted by potential investors will be carefully reviewed by the Company to determine the suitability of the potential investor in this Offering. The Company may, in its sole discretion, refuse a Subscription in this Offering to any potential investor who does not meet the applicable Investor Suitability Requirements or who otherwise appears to be an unsuitable investor in this Offering. The Company will not necessarily review or accept a Subscription Agreement in the sequential order in which it is received. The Company also has the discretion to maximize the number of Accredited Investors in this Offering and, as a result, may accept less than thirty-five (35) Non-accredited investors in this Offering.

16. LITIGATION

The Company and its Principals have no lawsuits pending, no legal actions pending or judgments entered against the Company or its Principals and, to the best knowledge of the Company, no legal actions are contemplated against the Company and/or its Principals.

17. ADDITIONAL INFORMATION

Reference materials described in this Private Offering Memorandum are available for inspection at the office of the company during normal business hours. It is the intention of the Company that all potential Investors are given full access to such information for their consideration in determining whether to purchase the Notes being offered. Prospective Investors should contact the Company for access to information regarding the matters set forth or other information concerning the Company. Representatives of the Company will also answer all inquiries from potential Investors concerning the Company and any matters relating to its proposed operations or present activities. The Company will afford potential Investors and their representatives the opportunity to obtain any additional information reasonably necessary to verify the accuracy or the source of any representations or information contained in this Private Offering Memorandum. All contracts entered into by the Company are subject to modifications and the Company may make any changes in any such contracts as deemed appropriate in its best discretion. Such recent amendments may not be circulated to Subscribers prior to the time of closing this Offering. However, potential Investors and their representatives may review such material or make inquiry of the Company concerning any of these and any other matters of interest.

18. FORECASTS OF FUTURE OPERATING RESULTS

Any forecasts and proforma financial information which may be furnished by the Company to prospective Investors or which are part of the Company's business plan, are for illustrative purposes only and are based upon assumptions made by Management regarding hypothetical future events. There is no assurance that actual events will correspond with the assumptions or that factors beyond the control of the Company will not affect the assumptions and adversely affect the illustrative value and conclusions of any forecasts.

19. GLOSSARY OF TERMS

The following terms used in this Memorandum shall (unless the context otherwise requires) have the following respective meanings:

ACCEPTANCE. The acceptance by the Company of a prospective investor's subscription.

ACCREDITED INVESTORS. Those investors who meet the criteria set forth in "INVESTOR SUITABILITY REQUIREMENTS."

BROKER-DEALER. A person or firm licensed with the NASD, the SEC and with the securities or corporate commissions department of the state in which it sells investment securities and who may employ licensed agents for that purpose.

COMPANY. Refers to **TRI-CORE COMPANIES, LLC**, an Arizona Limited Liability Company.

NATIONAL ASSOCIATION OF SECURITIES DEALERS, INC. (NASD). A self-regulating body which licenses brokers and dealers handling securities offerings, reviews the terms of an offering's underwriting arrangements and advertising literature and, while not a governmental agency, acts as a review service watchdog to make sure that its regulations and those of the SEC are followed for the Investor's protection in offerings of securities.

NOTES. A Five Thousand (\$5,000) Dollar investment consisting of one (1) Promissory Note issued by **TRI-CORE COMPANIES, LLC**, an Arizona Limited Liability Company.

SECURITIES ACT OF 1933. A federal act regulated and enforced by the SEC that requires, among other things, the registration and use of a prospectus whenever a security is sold (unless the security or the manner of the Offering is expressly exempt from such registration process).

SECURITIES EXCHANGE ACT OF 1934. A federal act regulated and enforced by the SEC which supplements the Securities Act of 1933 and contains requirements which were designed to protect investors and to regulate the trading (secondary market) of securities. Such regulations require, among other things, the use of prescribed proxy statements when investors' votes are solicited; the disclosure of management and large shareholders' holding of securities; controls on the resale of such securities; and periodic (monthly, quarterly, annually) filing with the SEC of financial and disclosure reports of the Issuer.

SECURITIES AND EXCHANGE COMMISSION (SEC). An independent United States government regulatory and enforcement agency which supervises investment trading activities and registers companies and those securities which fall under its jurisdiction. The SEC also administers statutes to enforce disclosure requirements that were designed to protect investors in securities offerings.

SUBSCRIPTION DOCUMENTS. Consists of the Note, Subscription Agreement, Investor Questionnaire, and a check as payment for the Note(s) to be purchased submitted by each prospective Investor to the Company.

TERMINATION DATE. The earlier to occur of the date on which all Notes are sold or February 1, 2010.

20. ACKNOWLEDGEMENT

By signing below, the undersigned acknowledges that he/she has read and understood this entire Private Placement Memorandum.

Signature

Date

Martha Hansen
Print Name

CONFIDENTIAL

EXHIBIT A
SUBSCRIPTION AGREEMENT

Print Name of Subscriber: Hansen Revocable Trust (Martha Hansen)

Amount Loaned: \$15,000.00

Number of Notes: Three (3)

Tri-Core Companies, LLC

SUBSCRIPTION DOCUMENTS

**OFFERING OF A MAXIMUM OF SEVEN HUNDRED (700) SECURED PROMISSORY
NOTES**

FIVE THOUSAND (\$5,000) DOLLARS PER NOTE

February 1, 2008

SUBSCRIPTION INSTRUCTIONS
(Please read carefully)

Each subscriber for the Secured Promissory Notes, Five Thousand (\$5,000) Dollars per Note (the "Notes") of Tri-Core Companies, LLC, an Arizona Limited Liability Company ("the Company"), must complete and execute the Subscription Documents in accordance with the instructions set forth below. The completed documents should be sent to Tri-Core Companies, LLC, 8840 E. Chaparral Road, Suite 150, Scottsdale, AZ 85250.

Payment for the Securities should be made by check payable to the Company and enclosed with the documents as directed in Section III below.

- I. These Subscription Documents contain all of the materials necessary for you to purchase the Notes. This material is arranged in the following order:
 - Subscription Agreement
 - Promissory Note
 - Confidential Prospective Purchaser's Questionnaire
- II. All investors must complete in detail, date, initial, and sign the Subscription Documents where appropriate. All applicable sections must be filled in.
- III. Payment for the Notes must be made by check as provided below:

Please make your check payable, in the appropriate amount, for the number of Notes purchased (at Five Thousand (\$5,000) per Note), to **Tri-Core Companies, LLC**. Your check should be enclosed with your signed subscription documents.

All funds received from subscribers will be placed in a segregated Holding Account of the Company. Once the minimum offering amount has been reached the funds will be transferred to the Company's operating account and will be available for use.

IV **SPECIAL INSTRUCTIONS**

FOR CORPORATIONS. Include copy of Board resolution designating the corporate officer authorized to sign on behalf of the corporation, a Board resolution authorizing the investment, and financial statements.

FOR PARTNERSHIPS. Provide a complete copy of the partnership agreement, questionnaire, and financial statements for each General Partner.

FOR TRUSTS. Provide a complete copy of the instruments or agreements creating the trust, as amended to date.

Print Name of Subscriber: Hansen Revocable Trust (Martha Hansen)

Amount Loaned: \$15,000.00

Number of Notes: Three (3)

Subscription Agreement

To: Tri-Core Companies, LLC
8840 E. Chaparral Road - Suite 150
Scottsdale, AZ 85250

Gentlemen:

- (f) **Subscription.** The undersigned hereby subscribes for **Three (3)** Notes of Tri-Core Companies, LLC (the "Company"), an Arizona Limited Liability Company, and agrees to loan to the Company Five Thousand (\$5,000) Dollars per Note for an aggregate loan of **\$15,000.00** (the "Loan Amount") upon the terms and subject to the conditions (a) set forth herein, and (b) described in the Confidential Private Placement Memorandum ("Private Placement Memorandum") dated February 1, 2008, together with all exhibits thereto and materials included therewith, and all supplements, if any, related to this offering. The minimum loan is Five Thousand (\$5,000) Dollars, but the Company has the discretion to offer fractional Notes for loans less than the minimum.

2. Note Offering. The Company is offering a maximum of Seven Hundred (700) Notes at Five Thousand (\$5,000) Dollars per Note, with a minimum subscription of one (1) Note (the "Offering"). The maximum aggregate loan to the Company from this Offering will be Three Million Five Hundred Thousand (\$3,500,000) Dollars. The Offering is being made to a limited number of investors pursuant to an exemption available under the Securities Act of 1933 (the "Act"), specifically Rule 506 promulgated under Regulation D, and under certain other laws, including the securities law of certain states.

3. Documents to Be Delivered. The undersigned is delivering to the Company executed copies of this Subscription Agreement (the "Agreement"), the Note(s), Offeree Questionnaire, and all other applicable exhibits and documents (the "Subscription Documents"). The Subscription Documents should be delivered to Tri-Core Companies, LLC, at 8840 E. Chaparral Road, Suite 150, Scottsdale, AZ 85250. The undersigned understands and agrees that he or it will not become a "Holder" of the Note(s) and the Company shall not become a "Maker" of the Note(s) unless and until the Agreement and Note(s) are executed by the Company.

4. Making of Loan Amount. The undersigned, simultaneously with the delivery of the Subscription Documents to the Company, hereby tenders to the

Company the Loan Amount by **check made payable to the order of Tri-Core Companies, LLC** in the amount indicated above.

5. Acceptance or Rejection of Subscription. The undersigned understands and agrees that the Company reserves the right, exercisable in its sole discretion, to accept or reject any subscription, in whole or in part, for any reason and that the undersigned will be notified by the Company as promptly as practicable as to whether his or its subscription has been accepted or rejected. If the undersigned's subscription is accepted, in whole or in part, by the Company, the Company will execute this Agreement and the Note(s) and return them to the undersigned. If this subscription is rejected by the Company, either in whole or in part, all funds, in the case of a rejection of the subscription in whole, or those funds representing the amount of the subscription not accepted by the Company, in the case of a rejection of the subscription in part, will be returned to the undersigned as promptly as practicable. If this subscription is rejected in whole by the Company, this Agreement shall be null, void and of no effect. The undersigned does not have the right to withdraw or revoke his or its subscription during the Offering period, except as provided by certain state laws, except that if more than thirty (30) days shall have passed from the date the Company received completed and executed Subscription Documents and the Loan Amount from the undersigned (the "Acceptance Period"), and the Company has not accepted the subscription during the Acceptance Period, the undersigned may withdraw his or its subscription at any time after the Acceptance Period up until such time that the Company subsequently decides, in its sole discretion, to accept the subscription in whole or in part.

6. Offering Period. The Company may close in whole or in part or terminate this Offering under any of the following conditions:

(f) Upon receipt of the maximum offering subscription amount of Three Million Five Hundred Thousand (\$3,500,000) Dollars

2. Notwithstanding the above, this offer shall terminate one (1) year from the date of this Private Placement Memorandum; or on such later date not exceeding thirty (30) days thereafter to which the Company, in its sole discretion, may extend this Offering.

7. Closing of the Loan. The Note(s) subscribed for herein shall not be deemed made by the Company or held by the undersigned until this Agreement and the Note(s) have been countersigned by the Company, and until the funds delivered by the undersigned to the Company with the Subscription Documents have been deposited in the Holding Account and have been cleared by the applicable bank of the Company (the "Effective Date"). Upon the Effective Date, (a) the undersigned shall have loaned to the Company the Loan Amount, (b) the undersigned shall become the Holder and the Company shall become the Maker of the Note(s) subscribed for by the undersigned, and (c) both the undersigned and the Company shall be bound by the terms of the Private Placement Memorandum and the Subscription Documents and any other undertakings described herein.

8. Representations and Warranties.

- (f) The Company hereby represents and warrants as follows:
- (i) The Company is a Limited Liability Company duly organized, validly existing and in good standing under the laws of the State of Arizona and has the requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now being conducted;
- (ii) This Agreement constitutes the valid and binding obligation of the Company enforceable against the Company in accordance with its terms (except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or similar laws from time to time in effect which affect creditor's rights generally and by legal and equitable limitations on the availability of specific performance and other equitable remedies under or by virtue of this Agreement). The Company has all requisite power and authority, corporate and other, to execute and deliver this Agreement and the Note(s) and to consummate the transactions contemplated hereby. All persons who have executed this Agreement and the Note(s) on behalf of the Company have been duly authorized to do so by all necessary corporate action. Neither the execution and delivery of this Agreement and the Note(s) nor the consummation of the transactions contemplated hereby will (A) violate any provision of the Certificate of Incorporation or Operating Agreement of the Company, as currently in effect; (B) violate any judgment, order, injunction, decree or award against, or binding upon, the Company or the securities, assets, properties, operations or business of the Company; or (C) violate any law or regulation applicable to the Company or to the securities, assets, properties, operations or business of the Company.
- (b) In order to induce the Company to accept the subscription made hereby, the undersigned hereby represents and warrants to the Company as follows:
- (f) The undersigned has received the Private Placement Memorandum and the Subscription Documents. The undersigned has read and understands the Private Placement Memorandum and Subscription Documents and the information contained in those documents concerning the Company and this Offering or has caused his or its representative to read and examine the Private Placement Memorandum and Subscription Documents. The undersigned has relied only on the information about the Company contained in these documents and his or its own independent investigation in making his or its subscription. The undersigned understands that the Notes will be issued with the

rights and subject to the conditions described in the Private Placement Memorandum and Subscription Documents;

(ii) The undersigned is familiar with the terms and conditions of the Offering and is aware that his or its investment involves a degree of risk and the undersigned has read the section in the Private Placement Memorandum titled "Risk Factors."

(iii) The undersigned hereby specifically accepts and adopts each and every provision of this Agreement and acknowledges and agrees with each and every provision of this Agreement and, upon acceptance by the Company of the subscription made hereby, agrees to be bound by such provisions.

(iv) The undersigned acknowledges and is aware that there is no assurance as to the future performance of the Company.

(v) The undersigned, if an individual (A) has reached the age of majority in the state in which he resides and (B) is a bona fide resident and domiciliary (not a temporary or transient resident) of the state set forth below his signature on the signature page hereof and has no present intention of becoming a resident of any other state or jurisdiction. The undersigned, if a partnership, corporation, limited liability company, trust or other entity, was organized or incorporated under the laws of the jurisdiction set forth below the signature made on its behalf on the signature page hereof and has no present intention of altering the jurisdiction of its organization, formation or incorporation.

(vi) The undersigned has the financial ability to bear the economic risk of an investment in the Offering, has adequate means of providing for his or its current needs and personal contingencies, has no need for liquidity in the Note(s) and could afford a complete loss of his or its investment in the Offering.

(vii) The undersigned represents and warrants to the Company that he or it comes within one of the categories of investors as defined in Exhibit 1 hereto *(please indicate by providing your initials next to the appropriate category in which the undersigned is included, and if the undersigned is an Accredited Investor, check the appropriate category of Accredited Investors in which the undersigned is an entity).*

(viii) The undersigned has been given the opportunity to review the merits of an investment in the Offering with tax and legal counsel or with an investment advisor to the extent the undersigned deemed advisable.

(ix) The undersigned's overall commitment to invest in the Note(s), which are not readily marketable, is not disproportionate

to his or its net worth and his or its investment in the Offering will not cause such overall commitment to become excessive.

(x) The undersigned has such knowledge and experience in financial and business matters that he or it is capable of evaluating the merits and risks of an investment in the Offering.

(xi) The undersigned has been given a full opportunity to ask questions of and to receive (A) answers from the Company and its Managers concerning the terms and conditions of this Offering and the business of the Company and (B) such other information as he or it desired in order to evaluate an investment in the Offering, and all such questions have been answered to the full satisfaction of the undersigned. No oral or written representations have been made or oral or written information furnished to the undersigned or the undersigned's advisors in connection with the Offering or interests that were in any way inconsistent with this Subscription Agreement. The undersigned is not participating in the Offering as a result of or subsequent to: (1) any advertisement, article, notice or other communication published in any newspaper, magazine or similar media or broadcast over television, radio or the internet or (2) any seminar or meeting whose attendees have been invited by any general solicitation or general advertising.

(xii) If the undersigned is a corporation, limited liability company, partnership, trust or other entity, it is authorized and qualified to make this loan to the Company and the person signing this Agreement on behalf of such entity has been duly authorized by such entity to do so.

(xiii) If the undersigned is a corporation, limited liability company or partnership, the person signing this Agreement on its behalf hereby represents and warrants that the information contained in this Agreement completed by any shareholders of such corporation, members of such limited liability company or partners of such partnership is true and correct with respect to such shareholder, member or partner (and if any such shareholder is itself a corporation, limited liability company or partnership, with respect to all persons having an equity interest in such corporation, limited liability company or partnership, whether directly or indirectly) and that the person signing this Agreement has made due inquiry to determine the truthfulness and accuracy of the information contained in this Agreement.

(xiv) The purchase of the Note(s) by the undersigned has been duly authorized, and the execution, delivery and performance of this Agreement does not conflict with the undersigned's partnership agreement, certificate of incorporation, by-laws, articles of organization, operating agreement or any agreement to

which the undersigned is a party and this Agreement is a valid and binding agreement enforceable against the undersigned in accordance with its terms.

(xv) The undersigned hereby represents that he or it is subscribing for the Notes as principal or as trustee, solely for the account of the undersigned, for investment purposes only and not with a view to, or for, subdivision, resale, distribution, or fractionalization thereof, in whole or in part, or for the account, in whole or in part, of others, and, except as disclosed herein, no other person has a direct or indirect beneficial interest in the Note(s). The undersigned will hold the Note(s) as an investment and has no reason to anticipate any change in circumstances or other particular occasion or event, which would cause the undersigned to attempt to sell any of the Note(s).

(xvi) The undersigned acknowledges his or its understanding that (A) the Offering of the Note(s) by the Company has not been registered under the Act, as amended, or the securities laws of certain states in reliance on specific exemptions from registration, (B) the Confidential Memorandum and Subscription Documents have not been filed with or reviewed by the Securities and Exchange Commission or the securities department of any state and no securities administrator of any state or the federal government has recommended or endorsed this Offering or made any finding or determination relating to the fairness of an investment in the Company, and (C) the Offering of the Note(s) by the Company is intended to be exempt from registration pursuant to Section 4(2) of the Act and the rules promulgated thereunder by the Securities and Exchange Commission, and that the undersigned's Note(s) cannot be sold, pledged, assigned or otherwise disposed of unless they are registered under the Act or an exemption from such registration is available.

(xvii) The undersigned represents and warrants that he or it will not transfer or convey all or part of his or its financial interest in the Note(s) unless such Note(s) are subsequently registered under the Act, or an exemption from such registration is available and without (A) the prior written consent of the Company and (B) an opinion of counsel acceptable to the Company and its counsel to the effect that the Note(s) may be transferred without violation of the registration requirements of the Act or any applicable state securities laws, as may be amended from time to time. The undersigned further acknowledges that there can be no assurance that the Company will file any registration statement for the Note(s) for which the undersigned is subscribing, that such registration statement, if filed, will be declared effective or, if declared effective, that the Company will be able to keep it effective until the undersigned sells the Note(s) registered thereon.

(xviii) The undersigned understands that this Agreement is subject to the Company's acceptance and may be rejected by the Company at any time in its sole discretion in whole or any part prior to issuance of the Note(s) with respect to the undersigned's subscription, notwithstanding prior receipt by the undersigned of notice of acceptance of the undersigned's subscription. The Company reserves the right to withdraw the Offering at any time.

(xix) The undersigned acknowledges that this Agreement shall become binding upon the undersigned when it is countersigned by the Company and the undersigned is not entitled to cancel, terminate, or revoke this subscription before or after acceptance by the Company, except as otherwise provided in this Agreement.

(xx) All information provided by the undersigned in the Investor Questionnaire and Investor Representative Questionnaire (if applicable) which accompanies this Agreement is true and accurate in all respects, and the undersigned acknowledges that the Company will be relying on such information to its possible detriment in deciding whether the Company can make these Note(s) to the undersigned without giving rise to the loss of an exemption from registration under the applicable securities laws.

9. Foreign Person. If the undersigned has indicated on the signature page of this Agreement that he, she or it is a foreign person, he, she, or it agrees to notify the Company in writing within sixty (60) days of becoming a nonresident alien, foreign corporation, foreign partnership, foreign trust, foreign estate, or other foreign entity, as the case may be.

10. Indemnity. The undersigned agrees to indemnify and hold harmless the Company, its managers, members, agents, attorneys and affiliates and each other person, if any, who controls any thereof, within the meaning of Section 15 of the Act, against any and all loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all expenses reasonably incurred in investigating, preparing or defending against any litigation commenced or threatened or any claim whatsoever) arising out of or based upon any false representation or warranty or breach or failure by the undersigned to comply with any covenant or agreement made by the undersigned herein or in this Agreement or in any other document furnished by the undersigned to any of the foregoing in connection with this transaction.

11. Notice. All notices in connection with this Agreement shall be in writing and personally delivered or delivered via overnight mail, with written receipt therefore, or sent by certified mail, return receipt requested, to each of the parties hereto at their addresses set forth above (or such other address as may hereafter be designated by either party in writing in accordance with this Section 11) with a copy, in the case of notice to the Company, to Tri-Core Companies, LLC, at 8840 E. Chaparral Road, Suite 150, Scottsdale, AZ 85250. Such notice shall be effective upon personal or overnight delivery or five (5) days after mailing by certified mail.

12. Miscellaneous.

(f) This Agreement is not assignable by the undersigned. This Agreement shall be binding upon and shall inure to the benefit of the parties, their successors and, subject to the above limitation, their assigns, and shall not be enforceable by any third party.

(b) This Agreement shall be deemed to have been made in the State of Arizona and any and all performance hereunder, or breach thereof, shall be interpreted and construed pursuant to the laws of the State of Arizona without regard to conflict of laws rules applied in State of Arizona. The parties hereto hereby consent to personal jurisdiction and venue exclusively in the State of Arizona with respect to any action or proceeding brought with respect to this Agreement.

© This Agreement contains all oral and written agreements, representations and arrangements between the parties with respect to its subject matter, and no representations or warranties are made or implied, except as specifically set forth herein. No modification, waiver, or amendment of any of the provisions of this Agreement shall be effective unless in writing and signed by both parties to this Agreement.

(d) No waiver of any breach of any terms of this Agreement shall be effective unless made in writing signed by the party against whom enforcement of the waiver is sought, and no such waiver shall be construed as a waiver of any subsequent breach of that term or of any other term of the same or different nature.

(e) If any provision or portion of this Agreement or the application thereof to any person or party or circumstances shall be invalid or unenforceable under applicable law, such event shall not affect, impair, or render invalid or unenforceable the remainder of this Agreement.

(f) Each of the parties hereto shall cooperate and take such actions, and execute such other documents, at the execution hereof or subsequently, as may be reasonably requested by the other in order to carry out the provisions and purposes of this Agreement.

IN WITNESS WHEREOF, the undersigned, by his or its execution hereof, agrees to be bound by this Agreement.

Executed this _____ day of _____, 2008, at _____
(City), _____ (State).

If the Investor is an INDIVIDUAL, complete the following:

The undersigned (circle one): **[is]** **[is not]** a citizen or resident of the United States.

Print Name of Individual

Print Name of Spouse / Co-Investor
*(If Funds are to be invested in Joint Name
or are Community Property)*

Print Social Security Number of Individual

**Print Social Security Number of Spouse
or Co-Investor**
*(If Funds are to be Invested in Joint Name
or are Community Property)*

Signature of Individual

Signature of Spouse / Co-Investor
*(If Funds are to be Invested in Joint Name
or are Community Property)*

Print Residential Address:

Print Residential Telephone Number:

If the investor is PARTNERSHIP, CORPORATION, TRUST OR OTHER ENTITY, complete the following:

The undersigned (circle one) [is] [is not] a foreign partnership, foreign corporation, trust or foreign estate (as defined in the Internal Revenue Code of 1986, as amended, and the treasury regulations promulgated there under).

Hansen Revocable Trust
u/t/a 12-21-2005

Print Name of Partnership, Corporation,
Trust, or Other Business Entity

Print Federal Tax Identification Number

Signature of Authorized Representative

Maricopa County, Arizona

Print Jurisdiction of Entity

Martha Hansen

Print Name of Authorized Representative

Trustee

Print Title of Authorized Representative

Print Residential Address of Investor:

Print Residential Telephone Number:

AZ

ACCEPTANCE

The terms of the foregoing, including the subscription described therein, are agreed to and accepted on this _____ day of _____, 2008.

TRI-CORE COMPANIES, LLC

By: _____
Jason Todd Mogler - President

By: _____
Jim Hinkeldey - Vice-President

EXHIBIT 1
INVESTOR STATUS

(Please indicate by providing your initials next to the appropriate category in which the undersigned is included, and if the undersigned is an Accredited Investor, check the appropriate category of Accredited Investors in which the undersigned is an entity).

initials

- A. **"Nonaccredited Investor"**. The undersigned does not meet the definition of an "Accredited Investor" as defined herein below;

initials

- B. **"Accredited Investor"**. The undersigned is an Accredited Investor as defined below (*check applicable box*).

☐ 1. Any natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase exceeds One Million (\$1,000,000) Dollars;

☐ 2. Any natural person who had an individual income in excess of Two Hundred Thousand (\$200,000) Dollars in each of the two most recent years, or joint income with that person's spouse in excess of Three Hundred Thousand (\$300,000) Dollars in each of those years and has a reasonable expectation of reaching the same income level in the current year;

☐ 3. Any bank as defined in Section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act, whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934; any insurance company as defined in Section 2(a)(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company, as defined in Section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U. S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions, for the benefits of its employees if such plan has total assets in excess of Five Million (\$5,000,000) Dollars; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, (as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company or registered investment adviser) or if the employee benefit plan has total assets in excess of Five Million (\$5,000,000) Dollars if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

☐ 4. Any private business development company (as defined in Section 202(a)(22) of the Investment Advisers Act of 1940);

☐ 5. Any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership,

not formed for the specific purpose of acquiring the securities offered with total assets in excess of Five Million (\$5,000,000) Dollars;

☐6. Any director, executive officer or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;

☐7. Any trust, with total assets in excess of Five Million (\$5,000,000) Dollars, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii); and

☐8.* Any entity in which all of the equity owners are Accredited Investors.

NOTE: Entities (a) which are formed for the purpose of investing in the Company, or (b) the equity owners of which have contributed additional capital for the purpose of investing in the Company, shall be "looked through" and each equity owner must meet the definition of an accredited investor in any of paragraphs 1, 2, 3, 4, 5, 6 or 7 above and will be treated as a separate subscriber who must meet all suitability requirements.

* If this box is checked, please indicate on a separate schedule to be attached hereto, the category of Accredited Investor in which each equity owner of such entity is included.

CONFIDENTIAL

EXHIBIT B

PROMISSORY NOTE

B1

TRI_C007983

EXHIBIT B

PROMISSORY NOTE

THIS NOTE HAS BEEN MADE FOR INVESTMENT PURPOSES ONLY AND NOT WITH A VIEW TO OR FOR SALE IN CONNECTION WITH THE DISTRIBUTION THEREOF AND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"). THIS NOTE MAY NOT BE SOLD, TRANSFERRED, OR ASSIGNED ("TRANSFER") UNLESS IT IS SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE AND THE MAKER CONSENTS IN WRITING TO SUCH TRANSFER.

Tri-Core Companies, LLC, an Arizona Limited Liability Company, with offices at 8840 E. Chaparral Road, Suite 150, Scottsdale, AZ 85250 (the "Maker"), for value received, promises to pay to the Individual and/or legal entity designated in this Note as the "HOLDER," the principal sum of **Fifteen Thousand Dollars** with a rate of return of eighty percent (80%), compounded annually. Interest shall be due and payable at maturity and based on the commencement date of the Note. The entire Principal shall be due and payable to the Holder no later than twenty-four (24) months from the Commencement Date. Maker may at any time or from time to time make a voluntary prepayment, whether in full or in part, of this Note, without premium or penalty.

1. NOTES

This Note in the principal amount of Five Thousand (\$5,000) Dollars per Note, or any fractional amounts, is offered for sale by the Maker, pursuant to that certain "Private Placement Memorandum" dated February 1, 2008. The Note shall be senior debt of the Maker and secured by the property.

2. EVENTS OF DEFAULT

A default shall be defined as one or more of the following events ("Event of Default") occurring and continuing:

- (a) The Maker shall fail to pay any interest payment on this Note when due for a period of thirty (30) days after notice of such default has been sent by the Holder to the Maker.
- (b) The Maker shall dissolve or terminate the existence of the Maker.
- (c) The Maker shall file a petition in bankruptcy, make an assignment for the benefit of its creditors, or consent to or acquiesce in the appointment of a receiver for all or substantially all of its property, or a petition for the appointment of a receiver shall be filed against the Maker and remain unstayed for at least ninety (90) days.

Upon the occurrence of an Event of Default, the Holder of this Note may, by written notice to the Maker, declare the unpaid principal amount and all accrued interest of the Note immediately due and payable.

3. SECURITY FOR PAYMENT OF THE NOTE(S)

The Note(s) offered by the MAKER are secured by future land purchase.

4. COMMENCEMENT DATE OF THE NOTE

The Commencement Date of the Note shall be the "Effective Date," as defined in that certain "Subscription Agreement" attached as Exhibit A to the Private Placement Memorandum.

5. STATUS OF HOLDER

The Maker may treat the Holder of this Note as the absolute owner of this Note for the purpose of making payments of principal or interest and for all other purposes, and shall not be affected by any notice to the contrary, unless the Maker so consents in writing.

6. SECURITIES ACT RESTRICTIONS

This Note has not been registered for sale under the Act. This Note may not be sold, offered for sale, pledged, assigned or otherwise disposed of, unless certain conditions are satisfied, as more fully set forth in the Subscription Agreement.

7. ATTORNEYS' FEES

The prevailing party in an action to enforce this Note shall be entitled to reasonable attorneys' fees, costs, and collection expense.

8. MISCELLANEOUS.

(a) **Successors and Assigns.** The Holder may not assign, transfer, or sell this Note to any party without the express written consent of the Maker. This Note shall be binding upon and shall inure to the benefit of the parties, their successors and, subject to the above limitation, their assigns, and shall not be enforceable by any third party.

(b) **Entire Agreement.** This Note contains all oral and written agreements, representations and arrangements between the parties with respect to its subject matter, and no representations or warranties are made or implied, except as specifically set forth herein. No modification, waiver, or amendment of any of the provisions of this Note shall be effective unless in writing and signed by both parties to this Note.

(c) **Notices.** All notices in connection with this Note shall be in writing and personally delivered or delivered via overnight mail, with written receipt thereof,

or sent by certified mail, return receipt requested, to each of the parties hereto at their addresses set forth above (or such other address as may hereafter be designated by either party in writing in accordance with this Section 8) with a copy to Tri-Core Companies, LLC, 8840 E. Chaparral Road, Suite 150, Scottsdale, AZ 85250. Such notice shall be effective upon personal or overnight delivery or five (5) days after mailing by certified mail.

(d) **Section Headings.** The headings of the various sections of the Note have been inserted as a matter of convenience for reference only and shall be of no legal effect.

(e) **Severability.** If any provision or portion of this Note or the application thereof to any person or party or circumstances shall be invalid or unenforceable under applicable law, such event shall not affect, impair, or render invalid or unenforceable the remainder of this Note.

(f) **Applicable Law.** This Note shall be deemed to have been made in the State of Arizona, and any and all performance hereunder, or breach thereof, shall be interpreted and construed pursuant to the laws of the State of Arizona without regard to conflict of laws rules applied in the State of Arizona. The parties hereto hereby consent to personal jurisdiction and venue exclusively in the State of Arizona with respect to any action or proceeding brought with respect to this Note.

Maker:

Tri-Core Companies, LLC,
An Arizona Company
8840 E. Chaparral Road - Suite 150
Scottsdale, AZ 85250

Holder:

Hansen Revocable Trust,
u/t/a 12-21-2005

Jason Todd Mogler - President

Print Name

Martha Hansen - Trustee

Print Name

Signature & Date

Signature & Date

EXHIBIT C

Tri-Core Companies, LLC

Investor Suitability Questionnaire

To: Prospective purchasers of Promissory Notes (the "Notes") offered by Tri-Core Companies, LLC (the "Company").

The Purpose of this Questionnaire is to solicit certain information regarding your financial status to determine whether you are an "Accredited Investor," as defined under applicable federal and state securities laws, and otherwise meet the suitability criteria established by the Company for purchasing Notes. ***This questionnaire is not an offer to sell securities.***

Your answers will be kept as confidential as possible. You agree, however, that this Questionnaire may be shown to such persons as the Company deems appropriate to determine your eligibility as an Accredited Investor or to ascertain your general suitability for investing in the Notes.

Please answer all questions completely and execute the signature page

A. Personal

1. Full Name: _____

2. Address of Principal Residence: _____

County: _____

3. Residential Telephone Number: (____) _____

4. Where are you registered to vote (County & State)? _____

5. Your driver's license is issued by the following state: _____

6. Other Residences or Contacts: *Please identify any other state where you own a residence, are registered to vote, pay income taxes, hold a driver's license, or have any other contacts, and describe your connection with such state:*

7. Please send all correspondence to:

(1) _____ Residential Address [as set forth in item A-2]

(2) _____ Business Address [as set forth in item B-1(a)]

8. Date of Birth: _____

9. Country of Citizenship: _____

10. Social Security Number or Tax I.D. Number: _____

11. E-Mail Address: _____

B. Occupations and Income

1. Occupation: _____

(a) Business Address: _____

(b) Business Telephone Number: (_____) _____

2. Gross income during each of the last two years exceeded:

(1) _____ \$25,000

(3) _____ \$50,000

(2) _____ \$100,000

(4) _____ \$200,000

3. Joint gross income with spouse during each of the last two years exceeded \$300,000.

(1) _____ Yes

(2) _____ No

(3) _____ Not Applicable

4. Estimated gross income during current year exceeds:

(1) _____ \$25,000

(3) _____ \$50,000

(2) _____ \$100,000

(4) _____ \$200,000

5. Estimated joint gross income with spouse during current year exceeds \$300,000.

(1) _____ Yes

(2) _____ No

(3) _____ Not Applicable

C. Net Worth

1. Current net worth or joint net worth with spouse (note that "net worth" includes all of the assets owned by you and your spouse in excess of total liabilities, including the fair market value, less any mortgage, of your principal residence.)

(1) _____ \$50,000-\$100,000

(2) _____ \$100,000-\$250,000

(3) _____ \$250,000-\$500,000

(4) _____ \$500,000-\$750,000

(5) _____ \$750,000-\$1,000,000

(6) _____ over \$1,000,000

2. Current value of liquid assets (cash, freely marketable securities, cash surrender value of life insurance policies, and other items easily convertible into cash) is sufficient to provide for current needs and possible personal contingencies:

(1)____Yes

(2)____No

D. Affiliation with the Company

Are you a director or executive officer of the Company?

(1)____Yes

(2)____No

E. Investment Percentage of Net Worth

If you expect to invest at least \$100,000 in Notes, does your total purchase price exceed 10% of your net worth at the time of sale, or joint net worth with your spouse?

(1)____Yes

(2)____No

(3)____Not Applicable

F. Consistent Investment Strategy

Is this investment consistent with your overall investment strategy?

(1)____Yes

(2)____No

G. Prospective Investor's Representations

The information contained in this Questionnaire is true and complete, and the undersigned understands that the Company and its counsel will rely on such information for the purpose of complying with all applicable securities laws as discussed above. The undersigned agrees to notify the Company promptly of any change in the foregoing information which may occur prior to any purchase by the undersigned of securities from the Company.

Prospective Investor(s):

Signature _____

Date: _____

Signature _____

(of spouse or co-investor, if purchase is to be made as joint tenants or as tenants in common)

Date: _____

EXHIBIT D

TRI-CORE COMPANIES, LLC BUSINESS PLAN

Mission Statement

The mission of Tri-Core Companies, LLC (the Company) is to purchase raw virgin beach front land on the Gulf of California (Sea of Cortez), Sonora, Mexico for either resale or for development.

The specific location the Company has concentrated on is generally between El Golfo de Santa Clara on the north and Puerto Peñasco (Rocky Point) on the south. This is a distance of about 80 miles and is being opened for development with the completion of the Coastal Highway that will make access by automobile to this virgin area easy for millions of visitors and buyers from the United States. The Company believes there will be a major increase in demand for property in this area with the completion of the highway. The highway is over four-fifths complete, and only a 15 mile portion of the center section remains to be completed which is scheduled for completion by Spring 2008.

If property is being purchased for resale, profitability will be generated by acquiring the virgin property and performing the following functions:

- Privatize the property, if necessary
- Create the preliminary plat plan
- Apply for and obtain the necessary permits and approvals from the several governmental agencies
- Submit the final plat plan for and obtain approval

If property is being purchased for development, the same steps noted above are still necessary. However, profitability would be further enhanced by:

- Completion of the infrastructure (roads, water, sewer, etc.)
- Selling individual lots or commercial parcels that would be ready for vertical construction
- Forming a joint venture with residential builders
- Forming a joint venture with a commercial builder
- Complete or partial build out by the company (depending on scenarios noted above)

The Company's choice for either scenario noted above will be influenced and driven by the market as demand for the area increases in direct correlation to the completion of the Coastal Highway.

Knowledge of the Marketplace

The Principals of the Company have been active in Mexican real estate for several years and consider the El Golfo/Rocky Point market one of the (if not the most) active markets in all of Mexico for development and potential upside investment.

Because of their experience and knowledge base, The El Golfo area was chosen for the Company's initial purchase due to its potential concentration and upside appreciation. Some of the driving factors that influenced this decision were:

- Its close proximity to the United States markets (one hour drive from the Border of US/Mexico)
- Its location on a beautiful, pristine, major body of water
- The quality of the sand beaches
- The scenic mountain views of the Baja Peninsula
- The opening of the area by the construction of the Coastal Highway from the US/Mexico border 300 miles to the south along the coast of the Sea of Cortez to Guaymas, Mexico, a major seaport
- The \$50 million dollar international airport under construction at Rocky Point that will accommodate all types of passenger planes. The first runway is to be completed in 2007 and the balance completed by 2009.
- Two state-of-the-art hospitals, Hospital of Penasco and the IMMS Hospital are currently under construction and will serve the El Golfo/Rocky Point areas

The primary target market is Baby Boomers and younger persons from Southern California, Arizona, and Nevada as buyers of property for weekends and vacations due to the close proximity to these U.S. States. Another large market to be targeted is the "Snow Bird" buyer/users looking for a winter vacation location from all over the United States and Canada. Other markets include buyers/users living in Mexico, and investors looking to put money into an area that is being labeled "the Sonoran Riviera."

The Mexican and Sonoran Governments are dedicated to promoting the area as a major destination for both Americans and Canadians. This is evidenced by the millions of dollars of infrastructure being put in place by the United States and Mexican Governments. A prime example of this dedication is the Coastal Highway. This three hundred mile highway is being built at a cost in excess of \$200 million dollars and will connect the port city of Guaymas in Mexico with the US/Mexico border at San Luis Rio Colorado, south of Yuma, Arizona. The highway is two-thirds completed and will be finished in late 2007. This will make this whole area much more accessible for millions of Americans in Southern California, Arizona, and Nevada for weekends and vacations, as well as longer stays for all of the US and Canada.

La Escalera Nautical, or the "Nautical Ladder," is a widely known plan to encourage tourism by development along the Sea of Cortez by building a series of hotels, marinas, and tourist sites located within a one day sail of one another. Fonatur, the Mexican tourism development agency, initially projected 50,000 boats and one million visitors by 2014, with the vast majority from the United States.

The Property - Lot 5 Mechor Ocampo, El Golfo

After reviewing many properties in the area over the past 12 months, the site selection was narrowed to a large land parcel in an area known as El Golfo de Santa Clara, in the Municipality of San Luis Rio Colorado, Sonora, Mexico and is nestled along the beach of the Sea of Cortez. This large land parcel (Lot 5) has over 250 acres of land with over one mile (6,000+- feet) of beautiful sandy beach frontage with rolling dunes and wonderful views of the Sea of Cortez and the mountains on the other (Baja) side of the water. The northerly portion of the site is generally level with a small fore dune about 10 to 15 feet above the beach for excellent views and is an excellent area for water front and water view single family lots. The center portion of the site has the same desirable fore dune and has a low to medium high second dune for added views for multi-family and mixed use development behind the single family area. The southern portion of the site has a high ridge that extends almost to the beach and has spectacular views from both sides down the beaches and the Sea of Cortez with the greatest views from the very top. This area is excellent for a destination resort, mixed-use residential, and supports commercial use such as restaurants, hotels, and recreational facilities.

This land was selected for its excellent location and for the following and other reasons: The land is at the southern edge of El Golfo, approximately one hour south of the U.S./Mexico border crossing at San Luis. The entire waterfront area in this section of the Sea of Cortez is undergoing major development with the building of the Coastal Highway that will provide needed access from major metropolitan areas of the United States including Arizona, Nevada, and Southern California. A new major border crossing facility is also planned for San Luis to relieve congestion at the present in-town facility; this will increase the number of inspection lanes from five to sixteen and will decrease the time for crossing the border.

The Colorado River flows into the Sea of Cortez north of El Golfo and forms a large delta area. El Golfo is near the northern end of the Sea of Cortez and is well protected from adverse weather and as a result, the waters are generally calm. El Golfo is a picturesque fishing village with long wide sandy beaches. The fishermen launch their boats from the sandy beaches directly into the water. There is at present one paved road that ends at El Golfo. The Coastal Highway from San Luis will provide needed tourist access to El Golfo and other waterfront areas. The new Coastal Highway will continue southerly to Puerto Penasco (Rocky Point) and beyond to Guaymas. The section from San Luis to Rocky Point is scheduled to be operational by early 2008 and most sections are already paved and ready for use.

The Company has acquired the 250-acre plus Lot 5 land parcel and has designated the site the *El Golfo Beach Resort* and it is in the center point of this area. The subject property overlooks the Sea of Cortez from many vantage points as well as from the over one mile of beach frontage. The area has boating, fishing, off-roading, hiking, bird watching, and other water oriented activities. Vehicles can drive along the beaches of The Sea of Cortez. The area is a major boating and recreation area for Sonora, Mexico, Arizona, Nevada, Southern Utah, and especially Southern California. Much of the land adjacent to the Sea of Cortez is owned and controlled by the Federal

and State Governments for recreation and preservation with minimum land available for private development. The Sea of Cortez waterfront areas of the State of Sonora, including the subject area, have experienced a major increase in real estate values in the past 36 months and this trend is continuing.

Water Access Lot 5

El Golfo Beach Resort is to be located on Lot 5, a site fronting 6,000+/- feet on the Sea of Cortez to the south of the Town of El Golfo. Boats can be launched from the beaches. The beaches are all sand with driving allowed along the beaches. There is a large hill with a lighthouse, called "El Mochorro," at the top that is a well known and is about a 1/2-mile north of the subject property. The subject site has rolling sand dunes near the waterfront and is generally level toward the rear area. The site is well adapted for the launching of small boats.

The Proposed Development for Lot 5

This project is a proposed mixed-use development, including a gated single family development of 500+/- single family lots, several areas for multi-family development, and a planned destination resort with hotels, restaurants, and supporting commercial facilities. All of this fronts on and has wonderful views of the Sea of Cortez at the Town of El Golfo, in rapidly developing San Luis Rio Colorado, Sonora, Mexico. The property consists of 100+/- hectares (250+/- acres) of land on the multi-level site overlooking the scenic waterways of the Sea of Cortez to the west and with mountain views to the east. The property has over 2,000 meters (6,000+/- feet) of sandy beach frontage. There are beautiful scenic views up and down the sandy beaches on the Sea of Cortez (Gulf of California). The lots will range from 50 feet by 100 feet to lots well over an acre depending on location, views, and terrain. The prime lots will be on the beach for wonderful views and easy water and beach access and at the top of the large hill near the south end of the property for spectacular views along the beaches for miles in each direction. The development will provide all the amenities associated with a destination development.

The Development Plan

The development plan is to purchase the property for cash with reserves to complete the development. The property will be developed in total or a part may be sold and the balance of the site developed for single family lots. The value of the approved subdivision will be sufficient to secure a construction funds for the cost of the off-site improvements, infrastructure and the marketing of the sites. The development will be completed in phases and we will be in the position to sell the lots to a residential builder, or individually on a retail basis in the open market.

Supporting Land Sale Prices for Lot 5

There has been a major increase in interest in land acquisition in the area between El Golfo and Rocky Point since the construction of this section of the Coastal Highway began about 24 months ago. As the highway is nearing completion, there is a greater recent increase in activity, and that will continue to increase until and after the new road is completed. The greatest interest in buying by national and international groups for development and retail end buyers will be when the Coastal Highway will provide convenient access to land parcels currently only reachable by 4x4 vehicles. The road is completed to the rear of all of Mechor Ocampo but is not yet completed to Rocky Point.

The land where Lot 5 is located is a group of beach front parcels designated Mechor Ocampo and planned for tourism development. This section of beach front has 13 parcels varying in size up to 100+/- hectares with Lot 5 being the largest with the most frontage. Mechor Ocampo starts with Lot 1 in the Town of El Golfo and continues toward Rocky Point about six miles. Lot 3 (the largest section) with about 40 hectares or 100+/- acres is presently for sale for \$12.50 per square meter (\$1.25+/- per square foot). The present owner has held the property for many years and now wants to sell. The property is near Lot 5 and is smaller, but with less beach frontage than Lot 5. This owner, along with his sister, own Lot 10 in Mechor Ocampo and they have indicated that they have sold Lot 10 for \$6.00 per square meter (\$0.60+/- per square foot). Lot 10 is smaller and has less frontage than Lot 5 and is generally level with limited views except at the front of the property. According to the seller, this lower price is due to the location of the property further from development, the Town of El Golfo, and the less desirable terrain. Lot 9 in Mechor Ocampo is also for sale for \$12.37 per square meter (\$1.24+/- per square foot). This lot is very similar in size and terrain to Lot 10 discussed above. The Company has acquired Lot 5 for \$2.25 per square meter (\$0.23+/- per square foot), or well below the asking and sold prices in Mechor Ocampo. El Golfo is an area that is just starting to develop and therefore there have been few sales of beachfront and beach view lots in the El Golfo area. One starting development on 14 hectares in Lot 3 of Mechor Ocampo has sold eight beachfront lots (total only 12) for \$120,000 each without utilities or improvements. These have been sold to investors and potential users by private contact and without advertising. The asking prices for beach view lots in this subdivision range from \$45,000 to \$80,000, depending of the location. These lots are 50+/- feet by 100+/- feet. An overview of lot and land prices in Rocky Point is included in the Addenda. These prices dramatically point out the huge upside for land in El Golfo, compared to the more developed Rocky Point. But remember, El Golfo will be 45 minutes to one-hour closer to the United States/Mexico Border.

El Golfo/Rocky Point - General Economic and Area Information

The Colorado River forms the state line between Arizona, California, and Nevada, and continues southerly to the Sea of Cortez. Along its entire length, it is a major recreation/boating area for Arizona, Nevada, and Southern California in the spring & summer, and a perfect destination for "Snowbirds" in the winter creating a year

around demand for the entire area.

Historically, neighboring Rocky Point has been a major recreational area for Phoenix and Tucson, Arizona. The drive time has been about three hours, making it a very easy weekend vacation spot. There have been many new high and mid-rise condominium units built near Rocky Point on Sandy Beach within the past few years, providing over 3,000 new units. These are well designed and constructed developments with many beach front amenities. These units generally have sold for \$300,000 to over \$1,500,000 and have been sold primarily to U.S. residents. El Golfo is about 25 miles north of Rocky Point by the shore line. However, historically there has been no connecting road. The new Coastal Highway will make the drive between El Golfo and Rocky Point less than 30 minutes and will make El Golfo closer to California, Western Arizona, and Nevada. This will dramatically change the access to the El Golfo area.

Development in El Golfo is coming and soon. Neighboring El Golfo developments include a proposed single-family development with a golf course fronting the beach neighboring the subject to the north. This proposed development is also planned to have a hotel near the beach and possibly a marina. The developer for this property is U.S.-based, and is reported to have both the financial and development capability to complete the project. El Golfo is a small, quiet community that is poised to undergo extensive real estate development with the completion of the Coastal Highway and the increased access to large U.S. markets that will then be within convenient driving distance. There are many resort areas of Mexico with extensive development taking place, however there are only limited areas on the water that have good driving access from the United States. The Coastal Highway will make the El Golfo/Rocky Point area even more accessible, with El Golfo being only one hour from the border at a new 16-lane crossing.

Short Term Business Goals

The Company will be dedicated solely to its purchase of Lot 5 of Mechor Ocampo and managing it for success. This includes the creation of a development plan, the development of marketing campaigns, and the pursuit of letters of intent for lot pre-sales.

As part of the short-term development plan, we will proceed to obtain an ALTA or equivalent land survey to proceed with a title insurance commitment, initial site studies, and engineering to plan for development and/or division of the property. In addition, we will proceed with the concession for the "Federal Zone" so that we may have exclusive use of the 20 meters controlled by the Mexican Government adjacent to the "high water mark." This is an important concession and we are proceeding forward. The other pre-development permit is for the ecology of the property and is an involved and extensive study. We have had the environmentalist we work with review Lot 5 on a preliminary basis and there are no apparent environmental concerns; however, the actual permit requires an expensive and time consuming study and approval process.

Other permits pertain to the water, electricity, and planned development. These are in

conjunction with the Municipality of San Luis (the governing entity) and the several department and utilities.

Within this initial permit period, we will be preparing preliminary site plans to determine the highest and best use/layout of the Lot 5 property and frontage. We will also explore the various sales materials we intend to use, such as property informational brochures and media packages for the development. This pre-marketing focus will concentrate on our primary target markets of Southern California, Arizona, and Nevada, with exposure in the rest of the United States and Canada as we proceed further.

To further ensure success, the Company will continue to focus on the development of strong relationships with key property professionals (brokers, financial institutions, law firms, building contractors and suppliers, etc.). While we presently enjoy a good relationship with several governmental agencies, we will also be working quite diligently throughout the whole development process to further strengthen and expand our relationships with governmental agencies and political entities. Since we also understand and respect the Mexican culture, we foresee no obstacle in achieving strong and favorable relationships with the governing authorities.

The Company will create and maintain an image and presence in the industry as an honest and creative enterprise, characterized by ethics, integrity, and producing a quality of work that represents a real asset for clients and investors

Long Term Business Goals

Throughout 2007 and thereafter, the Company's only primary goal is continue to manage the planned development of Lot 5 for success. The primary focus will be the monitoring of all required permits and the development layout.

Thereafter, preliminary talks with several local contractors will commence so that the Company will be in a position to move quickly to choose contractors for such items as roadwork, water, electricity, etc. Also, discussions with building suppliers will be taking place to again ensure that the Company will be in a position to act swiftly as the need arises for any given material.

The marketing material will be formulated as the final vision of Lot 5 becomes evident. The Company foresees the actual sale of the parcels occurring early-year, 2008. It is the Company's intention to be positioned to start actual sales by the third quarter of 2008 to either the general public or to other builders.

The overall development of Lot 5 is for a planned "destination" mixed-use development. This will combine oceanfront and ocean view single-family lots and multi-family parcels with a commercial core including hotels, restaurants, recreation features, and support retail shops. The goal is to create a "Five Star" development that will appeal to users/buyers of all ages from the United States, Canada, Mexico, and anywhere else.



CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

**PLEASE RETURN ONE COPY TO US IN
THE PROVIDED RETURN PACKAGING.**





Memorandum#: Schumacher (Lot 5)

Referral: J. Allen

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

Tri-Core Companies, LLC
An Arizona Limited Liability Company

\$3,500,000

\$5,000 per Promissory Note (Unit)
MINIMUM PURCHASE - 1 Promissory Note
80% Rate of Return, Compounded Annually; Paid At Maturity
Maturity Date: 24 months
Redemption at Maturity - \$16,200 per Unit

Tri-Core Companies, LLC, an Arizona Limited Liability Company (hereinafter referred to as the "COMPANY"), is offering by means of this Confidential Private Placement Memorandum a maximum of Seven Hundred (700) Secured Promissory Notes ("Notes") at an offering price of Five Thousand (\$5,000) Dollars per Note, for a maximum total of Three Million and Five Hundred Thousand Dollars (\$3,500,000), to qualified investors who meet the Investor Suitability Requirements set forth herein (see "INVESTOR SUITABILITY REQUIREMENTS"). Each Investor must agree to purchase the Notes, as a lender to the Company, for investment purposes only, and execute a Subscription Agreement in the form contained in the accompanying Subscription Booklet (see "TERMS OF THE OFFERING").

**THESE SECURITIES ARE SPECULATIVE AND INVESTMENT
IN THE NOTES INVOLVES A DEGREE OF RISK
(SEE "RISK FACTORS")**

	Offering Price	Selling Commissions	Proceeds to Company
Per Unit	\$5,000	\$500	\$4,500
Maximum Units	\$3,500,000	\$350,000	\$3,150,000

Tri-Core Companies, LLC
8840 E. Chaparral Road, Suite 150
Scottsdale, AZ 85250
Telephone: (480) 356-3200
Facsimile: (480) 346-3201

Tri-Core Companies LLC

(877) 527-6698

TRI_C008050

The date of this Private Placement Memorandum is February 1, 2008

Tri-Core Companies LLC

(877) 527-6698

TRI_C008051

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IMPORTANT NOTICES

This Confidential Private Placement Offering Memorandum ("Memorandum") is submitted to you on a confidential basis solely for the purpose of evaluating the specific transaction described herein. This information shall not be photocopied, reproduced, or distributed to others without the prior written consent of Tri-Core Companies, LLC ("Company"). If the recipient determines not to purchase any of the Notes offered hereby, it will promptly return all material received in connection herewith without retaining any copies.

DISCLAIMERS

THE NOTES OFFERED HEREBY IN THIS OFFERING MEMORANDUM HAVE NOT BEEN REGISTERED WITH, OR APPROVED, BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION, NOR HAVE SUCH NOTES OR THIS MEMORANDUM BEEN FILED WITH OR REVIEWED BY THE ATTORNEY

GENERAL OF ANY STATE OR THE SECURITIES REGULATORY AUTHORITY OF ANY STATE. THIS OFFERING IS BASED ON THE EXEMPTION FROM SUCH REGISTRATION AS SET FORTH IN §4(2) AND RULE 506 OF REGULATION D OF THE SECURITIES ACT OF 1933, AS AMENDED.

THE INVESTMENT DESCRIBED IN THIS MEMORANDUM INVOLVES RISKS, AND IS OFFERED ONLY TO INDIVIDUALS WHO CAN AFFORD TO ASSUME SUCH RISK FOR AN INDEFINITE PERIOD OF TIME AND WHO AGREE TO PURCHASE THE NOTES ONLY FOR INVESTMENT PURPOSES AND NOT WITH A VIEW TOWARD THE TRANSFER, RESALE, EXCHANGE OR FURTHER DISTRIBUTION THEREOF. THERE WILL BE NO PUBLIC MARKET FOR THE NOTES ISSUED PURSUANT TO THIS OFFERING MEMORANDUM. THE RESALE OF THE NOTES IS LIMITED BY FEDERAL AND STATE SECURITIES LAWS AND IT IS THEREFORE RECOMMENDED THAT EACH POTENTIAL INVESTOR SEEK COUNSEL SHOULD THEY DESIRE MORE INFORMATION.

THE PRICE OF THE NOTES AS DESCRIBED IN THIS OFFERING MEMORANDUM HAS BEEN ARBITRARILY DETERMINED BY THE SPONSORS OF THIS INVESTMENT, AND EACH PROSPECTIVE INVESTOR SHOULD MAKE AN INDEPENDENT EVALUATION OF THE FAIRNESS OF SUCH PRICE UNDER ALL THE CIRCUMSTANCES AS DESCRIBED IN THE ATTACHED OFFERING MEMORANDUM.

NO PERSON IS AUTHORIZED TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATION IN CONNECTION WITH THIS MEMORANDUM, EXCEPT SUCH INFORMATION AS IS CONTAINED OR REFERENCED IN THIS MEMORANDUM. ONLY INFORMATION OR REPRESENTATIONS CONTAINED OR REFERENCED HEREIN MAY BE RELIED UPON AS HAVING BEEN MADE BY THE COMPANY. PROSPECTIVE INVESTORS WHO HAVE QUESTIONS CONCERNING THE TERMS AND CONDITIONS OF THIS PRIVATE OFFERING MEMORANDUM OR WHO DESIRE ADDITIONAL INFORMATION OR DOCUMENTATION TO VERIFY THE INFORMATION CONTAINED HEREIN SHOULD CONTACT THE COMPANY. PROJECTIONS OR FORECASTS CONTAINED IN THIS PRIVATE OFFERING MEMORANDUM, OR OTHER MATERIALS, MUST BE VIEWED ONLY AS ESTIMATES. ALTHOUGH ANY PROJECTIONS CONTAINED IN THIS MEMORANDUM ARE BASED UPON ASSUMPTIONS WHICH THE COMPANY BELIEVES TO BE REASONABLE, THE ACTUAL PERFORMANCE OF THE COMPANY MAY DEPEND UPON FACTORS BEYOND THE CONTROL OF THE COMPANY. NO ASSURANCE CAN BE GIVEN THAT THE COMPANY'S ACTUAL PERFORMANCE WILL MATCH ITS INTENDED RESULTS.

1. SUMMARY OF THE OFFERING

THE FOLLOWING SUMMARY IS QUALIFIED IN ITS ENTIRETY BY MORE DETAILED INFORMATION THAT MAY APPEAR ELSEWHERE IN THIS PRIVATE PLACEMENT MEMORANDUM. EACH PROSPECTIVE INVESTOR IS URGED TO READ THIS PRIVATE OFFERING MEMORANDUM IN ITS ENTIRETY.

Tri-Core Companies, LLC (the "Company") was formed on August 29, 2007 as an Arizona Limited Liability Company. The Company is in the business of Land Acquisition and Development.

The Securities offered are Seven Hundred (700) Notes issued by the Company at Five Thousand (\$5,000) Dollars per Note, payable in cash at the time of subscription (see "Exhibit "B" for copy of Promissory Note). The minimum purchase is one (1) Note. The Notes have an annual rate of return of eighty (80%) percent interest, compounded annually. The return will be paid at maturity, with a maturity date of twenty-four (24) months from the Commencement Date of each Note. The Notes offered pursuant to this Private Placement Memorandum will be secured by the property being purchased.

None of the Notes are convertible to Membership Units, or other type of equity, in the Company. The Principal may be prepaid, at the sole discretion of the Company, without a prepayment penalty. This offering will commence on February 1, 2008, and will terminate no later than February 1, 2010, unless extended by the Company (see "TERMS OF THE OFFERING").

The gross proceeds of the offering will be a maximum of Three Million Five Hundred Thousand (\$3,500,000) Dollars. The use of the proceeds is to purchase a water front subdivision in San Luis Rio Colorado, Sonora, Mexico as described herein (see "USE OF PROCEEDS").

2. THE COMPANY

Tri-Core Companies, LLC (the "Company") was formed on August 29, 2007, as an Arizona Limited Liability Company. At the date of this offering, One Thousand (1,000) of the Company's Membership Units were authorized, with Nine Hundred (900) membership units issued and outstanding. The Company is in the business of construction management, land acquisition, and development.

2.1 OPERATIONS

The Company is in the business of construction management, land acquisition, and development, specializing in beach front properties along the coast of upper Sonora. SEE "EXHIBIT D - BUSINESS PLAN."

2.2 BUSINESS PLAN

Tri-Core Companies' Business Plan, included as Exhibit D of this

Memorandum, and was prepared by the Company using assumptions set forth in the Business Plan, including several forward looking statements. Each prospective investor should carefully review the Business Plan before purchasing Notes. Management makes no representations as to the accuracy or achievability of the underlying assumptions and projected results contained herein.

3. MANAGEMENT

3.1 LLC MANAGERS

The success of the company is dependent upon the services and expertise of existing management. At the present time, three individuals are actively involved in the management of the Company:

Jason Todd Mogler - President and General Partner

Jason Todd Mogler is a principal partner in Tri-Core Companies LLC, Tri-Core Business Development LLC, Tri-Core Business Development 2 LLC, and Tri-Core Lending, Inc., as well as the President of MyCreditStore dba LenderSquare, Inc. which has been a profitable business since 1997.

Mr. Mogler has an impressive academic resume at Arizona State University where he holds a Bachelor of Science degree with a major in marketing and a minor in psychology. His master studies with Thunderbird American Graduate School of International Management give him an international understanding of business strategies and marketing position. His practical work experience as the Director of Construction Lending for the Royal Bank of Canada gives him thorough knowledge of construction lending and banking operations.

Mr. Mogler has a very long reputation for honest business practices and fair dealings with all people both personally and professionally.

Vince Gibbons - Vice-President and Director of Development and Engineering

Vince Gibbons has over 22 years of civil engineering experience domestically and internationally. His expertise encompasses due diligence, master planning, feasibility studies, design and contract document preparation for private development, commercial, water, transportation, airport, flood control, storm drain, and sewer projects. Additional professional skills include total project management, design build, construction management, shop drawing review, inspection, cost estimates, and budget and schedule control. Mr. Gibbons is proficient in managing multi-disciplined teams and large projects for private developers and public agencies, as well as smaller more detailed oriented projects. He has earned a reputation for being quality conscious, and for "going the extra mile" to complete projects on time and within budget. He has worked

on a wide variety of projects in the states of Arizona, Utah, Colorado, Nevada, and New Mexico, and in the countries of Panama and Mexico, and is very familiar with the requirements and criteria of each associated governing entity. This broad experience has provided him with an extensive base of knowledge that allows him to develop innovative and cost effective solutions for a myriad of situations.

Mr. Gibbons has owned and operated Tri-Core Engineering for over 9 years. Tri-Core Engineering currently has offices in Arizona, Colorado, and Nevada and is registered in Panama. With a staff of 35 highly qualified and diversified individuals and professionals, Tri-Core Engineering has the ability to offer its clients a wide range of services and expertise. Mr. Gibbons functions as owner, president, and project manager of various endeavors. He and his staff are committed to ensuring that every project is completed to the highest level of accuracy and completeness, and that each client is provided with the individual attention and service they require.

Jim Hinkeldey - Vice-President

Jim Hinkeldey possesses thirty-five years of banking and financial experience including portfolio management, joint venture management, and all aspects of the mortgage banking profession for select regional New York banks.

Mr. Hinkeldey headed the Joint Venture division at Richmond Hill Savings Bank in New York. Accordingly, his scope of work entailed the project feasibility and running of day-to-day operations both in the field and office. He was responsible for land acquisition through project conclusion which included the delivery of completed developments in a timely and cost efficient, profitable manner. He reported directly to the Board of Directors.

Mr. Hinkeldey also managed a mortgaged backed portfolio. He successfully rearranged the structure of the portfolio to meet asset/liability re-pricing demands. His concept creation resulted in a portfolio that met re-pricing sensitivity models while delivering positive bottom line results.

Throughout Mr. Hinkeldey's career, he remained active in the mortgage banking profession in both residential and commercial properties. He was responsible for running a lending network of 15 branches.

Mr. Hinkeldey's business philosophy is based on total enterprise engagement, accountability, and the deliverability of profitable projects. Mr. Hinkeldey's philosophy is that the client and his investment or requirements come first and are paramount to each success.

Presently, Mr. Hinkeldey is the Principal Partner of Real Impact LLC., a select group of investors specializing in the acquisition of residential and commercial properties. In this role, he is responsible for the selection of investment properties and overseeing any corrective construction required prior to sale or rental of the property.

Mr. Hinkeldey's educational background consists of a degree in Banking and Money Management from Adelphi University, Long Island, New York. He also holds a three year specialized degree in real estate finance from the Mortgage Bankers of America which he received from Northwestern University. He attended numerous programs for finance, real estate, and management at New York University and Wharton Business School.

The management team may be further developed and expanded with qualified and experienced executives, professionals and consultants, as the Company matures and grows.

4. TERMS OF THE OFFERING

4.1 GENERAL TERMS OF THE OFFERING

This Private Offering Memorandum is offering a maximum of Seven Hundred (700) Notes at Five Thousand (\$5,000) Dollars per Note, for a maximum of Three Million Five Hundred Thousand (\$3,500,000) Dollars to a select group of Investors who satisfy the Investor Suitability Requirements (see "**INVESTOR SUITABILITY REQUIREMENTS**"). The Company has the authority to sell fractional Notes at its sole discretion.

4.2 MINIMUM OFFERING AMOUNT - HOLDING ACCOUNT

The Company has established an Investment Holding Account with Wells Fargo Bank into which the offering proceeds will be placed. No minimum offering amount has been established before such proceeds will be released from the holding account and utilized by the Company.

4.3 NONTRANSFERABILITY OF NOTES

The Notes have not been registered with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Securities Act"), and are being offered in reliance upon an exemption under §4(2) and Rule 506 of Regulation D of the Securities Act, as amended, and rules and regulations hereunder. The Notes have not been registered under the securities laws of any state and will be offered pursuant to an exemption from registration in each state. A purchaser may transfer or dispose of the Note only if such Notes are subsequently registered under the Securities Act, or if an exemption from registration is available, and pursuant to an opinion of counsel acceptable to the Company and its counsel to the effect that the Notes may be transferred without violation of the registration requirements of the Securities Act or any other securities laws.

4.4 CLOSING OF THE OFFERING

The Notes are offered and closed only when a properly completed Subscription Agreement (**Exhibit A**); Note (**Exhibit B**), and Investor Questionnaire (**Exhibit C**) are submitted by the investing Subscriber or his/her Investor Representatives and are received and accepted by the Company. The Subscription Agreement as submitted by an investing Subscriber or his/her Investor Representatives shall be binding once the Company signs the Subscription Agreement, Note and the funds delivered by the potential Investor to the Company with the Subscription Agreement has been cleared by the financial institution in which they are deposited by the Company. The Notes will be delivered to qualified Investors upon acceptance of their subscriptions. All funds collected from investing Subscribers will be deposited in a designated account under the control of the Company. Investors subscribing to the Notes may not withdraw or revoke their subscriptions at any time prior to acceptance by the Company, except as provided by certain state laws, or if more than thirty (30) days have passed after receipt of the Subscription Agreement by the Company without the Company accepting the Investor's funds and delivering all applicable documents to such Investor. The proceeds of this Offering will be used only for the purpose set forth in this Private Offering Memorandum (see "**USE OF PROCEEDS**").

The Company may close in whole or in part or terminate this Offering under any of the following conditions:

1. Upon receipt of the maximum offering subscription amount of Three Million Five Hundred Thousand (\$3,500,000) Dollars
2. Notwithstanding the above, this offer shall terminate one (1) year from the date of this Private Placement Memorandum; or on such later date, not exceeding thirty (30) days thereafter to which the Company, in its sole discretion, may extend this Offering.

5. PLAN OF DISTRIBUTION

5.1 OFFERING OF NOTES

The Notes will be offered to prospective lenders by Officers and Directors of the Company and qualified licensed personnel, pursuant to State and Federal security rules and regulations. This Offering is made solely through this Private Placement Memorandum and without any form of general solicitation or advertising. The Company and its Officers and Directors or other authorized personnel will use their best efforts during the Offering period to find eligible Investors who desire to subscribe to the Notes in the Company. These Notes are offered on a "best efforts" basis, and there is no assurance that any or all of the Notes will be closed. The Company has the authorization to offer fractional Notes at its sole discretion. The Offering period will begin as of the date of this

private Offering Memorandum and will close upon the happening of such occurrences as defined herein (see "**TERMS OF THE OFFERING**").

5.2 PAYMENTS TO BROKER DEALERS OR INVESTMENT ADVISORS

The Company has the power to pay fees or commissions to qualified Broker Dealers, Registered Investment Advisors or any other person qualified under other applicable federal and state security laws.

6. DESCRIPTION OF NOTES

6.1 NOTES

The Company is offering Seven Hundred (700) Notes of the Company to potential investors at Five Thousand (\$5,000) Dollars per Note payable in cash at the time of the subscription. The minimum purchase is one (1) note. The Notes will have a rate of return of eighty (80%) percent interest, compounded annually, with a maturity date of twenty-four (24) months from the Commencement Date of each Note. Interest shall be paid at maturity (24 months). All principal shall be paid at maturity. Principal with accrued interest may be prepaid at the sole discretion of the Company, without a prepayment penalty at any time. The Notes will be issued in the form attached hereto and incorporated herein by reference as though set forth in full herein as **Exhibit B**.

6.2 SECURITY FOR PAYMENT OF THE NOTES

The Notes being offered by the Company in this Private Placement Offering are secured by the land Tri Core Companies LLC purchases. Tri-Core Companies LLC will establish an administration account which will hold the deed to the property until all note holders will be paid in full.

6.3 REPORTS TO NOTEHOLDERS

The Company will furnish annual un-audited reports to its Note holders ninety (90) days after its fiscal year. The Company may issue other interim reports to its Note holders as it deems appropriate. The Company's fiscal year ends on December 31st of each year.

7. USE OF PROCEEDS

The gross proceeds of the Offering will be a maximum of Three Million Five Hundred Thousand (\$3,500,000) Dollars. The table below sets forth the use of proceeds for both the maximum and minimum offering amounts.

Sources

	Maximum Amount	Percent of Proceeds
Proceeds From Sale of Notes	\$3,500,000	100%

Application of Proceeds

Offering Expenses (1)	\$350,000	10.00%
Commissions (2)	\$350,000	10.00%
Total Offering Expenses & Fees	\$700,000	20.00%
Net Offering Proceeds	\$2,800,000	80.00%
Land Purchase	\$2,225,000	63.57%
Engineering	\$350,000	10.00%
Marketing	\$200,000	5.72%
Web Site Development	\$25,000	0.71%
Total Application of Proceeds	\$3,500,000	100%

Footnotes:

(1) Includes estimated memorandum preparation, filing, printing, legal, accounting and other fees and expenses related to the Offering

(2) This Offering is being sold by the officers and directors of the Company, who will not receive any compensation for their efforts. No sales fees or commissions will be paid to such officers or directors. Notes may be sold by registered brokers or dealers who are members of the NASD and who enter into a Participating Dealer Agreement with the Company. Such brokers or dealers may receive commissions up to ten percent (10%) of the price of the Notes sold.

8. CAPITALIZATION STATEMENT

8.1 CAPITALIZATION PRIOR TO AND AFTER THE OFFERING

The following table summarizes the capitalization of the Company prior to, and as adjusted to reflect, the issuance and sale of the maximum of Seven Hundred (700) Notes or Three Million Five Hundred Thousand (\$3,500,000) Dollars.

	AS ADJUSTED 08/29/07	AFTER THE OFFERING
Notes	<u>-0-</u>	<u>\$3,500,000</u>
Membership Units \$.01 par value, 1,000 Units authorized, 1000 Units issued and outstanding	\$100	\$100
Net Shareholders' Equity	\$100	\$100
TOTAL CAPITALIZATION	<u>\$100</u>	<u>\$3,500,100</u>

9. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

9.1 RESULTS OF OPERATIONS

The Company is a development stage company and has not yet commenced its principal operations.

9.2 LIQUIDITY AND CAPITAL RESOURCES

The Company's liquidity and capital resources are dependent on its ability to raise sufficient capital to pay for the purchase price of the Promissory Notes.

10. CERTAIN TRANSACTIONS

10.1 ARIZONA LIMITED LIABILITY COMPANY

Tri-Core Companies, LLC is a privately held Arizona Limited Liability Company, incorporated on August 29, 2007.

10.2 PRIVATE OFFERING OF NOTES

The Company is authorized to offer in this private offering, up to Three Million Five Hundred Thousand (\$3,500,000) Dollars of Notes to selected investors, effective on February 1, 2008.

11. FIDUCIARY RESPONSIBILITIES OF THE DIRECTORS AND OFFICERS OF THE COMPANY

11.1 GENERAL

The Principals, Officers, and Directors of the Company are accountable to the Company as fiduciaries and such Principals, Officers and Directors are required to exercise good faith and integrity in managing the Company's affairs and policies. Each Note Holder of the Company, or their duly authorized representative, may inspect the books and records of the Company at any time during normal business hours. A Note Holder may be able to bring an action on behalf of himself in the event the Note Holder has suffered losses in connection with the purchase or sale of the Note(s) in the Company, due to a breach of fiduciary duty by an Officer or Director of the Company, in connection with such sale or purchase, including the misrepresentation or misapplication by any such Officer or Director of the proceeds from the sale of these Notes, and may be able to recover such losses from the Company.

11.2 INDEMNIFICATION

Indemnification is permitted by the Company to directors, officers, or controlling persons pursuant to Arizona law. Indemnification includes expenses, such as attorneys' fees and, in certain circumstances, judgments, fines and settlement amounts actually paid or incurred in connection with actual or threatened actions, suits or proceedings involving such person and arising from their relationship with the Company, except in certain circumstances where a person is adjudged to be guilty of gross negligence or willful misconduct, unless a court of competent jurisdiction determines that such indemnification is fair and reasonable under the circumstances.

12. RISK FACTORS

THIS INVESTMENT INVOLVES A DEGREE OF RISK. AN INDIVIDUAL CONTEMPLATING INVESTMENT IN THIS OFFERING SHOULD GIVE CAREFUL CONSIDERATION TO THE ELEMENTS OF THE RISK SUMMARIZED BELOW, AS WELL AS THE OTHER RISK FACTORS IDENTIFIED ELSEWHERE IN THIS PRIVATE OFFERING MEMORANDUM.

12.1 FORMATION OF THE COMPANY

The Company was formed on August 29, 2007. It is therefore subject to all the risks inherent in the creation of a new Company. Unforeseen expenses, complications, and delays may occur with a new Company.

12.2 CONTROL BY COMPANY

After completion of this offering, the Company will own one hundred percent (100%) of the issued and outstanding Membership Units. Such ownership will enable the Company to continue to elect all the Managers and to control the Company's policies and affairs. The Note Holders will not have any voting rights in the Company.

12.3 RELIANCE ON THE COMPANY FOR MANAGEMENT

All decisions with respect to the management of the Company will be made exclusively by the Principal Managers of the LLC. The Note Holders do not have the right or power to take part in the management of the Company. Accordingly, no person should purchase a Note unless he is willing to entrust all aspects of the management of the Company to existing Management.

12.4 LIMITED TRANSFERABILITY OF THE NOTES

The transferability of the Notes in this offering is limited, and potential investors should recognize the nature of their investment in the offering. It is not expected that there will be a public market for the Notes because there will be only a limited number of investors and restrictions of the transferability of Notes. The Notes have not been registered under the Securities Act of 1933, as amended, or qualified or registered under the securities laws of any state and, therefore, the Notes cannot be resold unless they are subsequently so registered or qualified or an exemption from such registration is available. The offering also contains restrictions on the transferability of the Notes. Accordingly, purchasers of Notes will be required to hold such Notes to maturity unless otherwise approved by the Company. The Company does not intend to register the Notes under the Securities Act of 1933.

12.5 CAPITALIZATION OF THE COMPANY

Prior to this offering, the Company was funded by cash. Independent of the amounts raised in this offering the Company does not have any other assets available to use to pay principal or interest on the Notes.

12.6 REGULATIONS

The Company is subject to various federal and state laws, rules and regulations governing, among other things, the licensing of, and procedures that must be followed by, mortgage owners and disclosures that must be made to consumer borrowers. Failure to comply with these laws may result in civil and criminal liability and may, in some cases, give consumer borrowers their right to rescind

their mortgage loan transactions and to demand the return of finance charges paid to the company. Because the Company's business is highly regulated, the laws, rules, and regulations applicable to the Company are subject to subsequent modification and change. The Company believes it is in full compliance with any and all applicable laws, rules and regulations both domestically and in Mexico.

13. PRINCIPAL SHAREHOLDERS

As of the date of this Offering, the Company has Nine Hundred (900) Membership Units issued and outstanding to Jason Todd Mogler (30%), Jim Hinkeldey (30%), and Vince Gibbons (30%).

14. HOW TO INVEST

An Investor who meets the qualifications as set forth in this Private Offering Memorandum may subscribe for at least the minimum purchase herein of One (1) Note (Five Thousand (\$5,000) Dollars) by carefully reading this entire Private Offering Memorandum and by then completing and signing a separately bound booklet. This booklet contains identical copies of the following exhibits contained in the Private Offering Memorandum, including:

Exhibit A INSTRUCTIONS TO SUBSCRIBERS and SUBSCRIPTION AGREEMENT: This contains complete instructions to Subscribers and should be read in its entirety by the prospective investor prior to investing. The Subscription Agreement must be signed by the Investor.

Exhibit B PROMISSORY NOTE: This Note will be signed by Tri-Core Companies, LLC.

Exhibit C INVESTOR QUESTIONNAIRE: This questionnaire requires a Subscriber to complete a financial history in order to aid the Company in the determination of the suitability of the Subscriber as a potential Investor. This questionnaire must be signed by the Investor.

Exhibit D Tri-Core Companies, LLC Business Plan

Copies of all the above referenced documents are included with this Private Placement Memorandum. For discussion of the actions of the Company upon receipt of a properly completed request to invest by a Subscriber, please see **"TERMS OF THE OFFERING."** Such Investor should include his check made payable Tri-Core Companies, LLC, along with the SUBSCRIPTION AGREEMENT, NOTE, AND INVESTOR QUESTIONNAIRE. Delivery of the documents referred to above, together with a check to the Company should be addressed to the Company as follows: **Tri-Core Companies, LLC, 8840 E. Chaparral Road, Suite 150, Scottsdale, AZ 85250.**

15. INVESTOR SUITABILITY REQUIREMENTS

15.1 INTRODUCTION

Potential Investors should have experience in making investment decisions or such Investors should rely on their own tax consultants or other qualified investment advisors in making this investment decision.

15.2 GENERAL SUITABILITY

Each potential Investor will be required to represent the following by execution of a Subscription Agreement:

1. The Investor has such knowledge and experience in financial and business matters and is capable of evaluating the merits and risks of an investment in this Offering.
2. The Investor has the ability to bear the economic risk of this investment, has adequate means to provide for his, her, or its current needs and personal contingencies, has no need for liquidity in this investment and could afford the complete loss of the investment.
3. The Investor is acquiring the Note(s) for his, her or its own account for investment purposes only and not with a view toward subdivision, resale, distribution or fractionalization thereof, or for the account of others, and has no present intention of selling or granting any participation in, or otherwise distributing, the Note(s).
4. The Investor's overall commitment to invest in the Note(s) is not disproportionate to his, her, or its net worth and the investment in these Note(s) will not cause such overall commitment to become excessive.
5. The Investor has read and understands this Private Placement Memorandum and all its exhibits.

15.3 NONACCREDITED INVESTORS

Up to and including thirty-five (35) investing Subscribers may be accepted by the Company as suitable Investors if each such Subscriber has a net worth sufficient to bear the risk of losing his entire investment and meets the above "General Suitability Standards."

15.4 ACCREDITED INVESTORS

In addition to satisfying the "General Standards" as defined above, all but thirty-five (35) Subscribers for Shares must each satisfy one of the "Accredited Investors" economic suitability standards as defined below:

1. Any natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase exceeds One Million (\$1,000,000) Dollars;
2. Any natural person who had an individual income in excess of Two Hundred Thousand (\$200,000) Dollars in each of the two most recent years, or joint income with that person's spouse in excess of Three Hundred Thousand (\$300,000) Dollars in each of those years and has a reasonable expectation of reaching the same income level in the current year;
3. Any bank as defined in Section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act, whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934; any insurance company as defined in Section 2(a)(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company, as defined in Section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions, for the benefits of its employees if such plan has total assets in excess of Five Million (\$5,000,000) Dollars; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, (as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company or registered investment adviser) or if the employee benefit plan has total assets in excess of Five Million (\$5,000,000) Dollars if a self-directed plan, with investment decisions made solely by persons that are accredited investors;
4. Any private business development company (as defined in Section 202(a)(22) of the Investment Advisers Act of 1940);
5. Any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered with total assets in excess of Five Million (\$5,000,000) Dollars;

6. Any director, executive officer or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;

7. Any trust, with total assets in excess of Five Million (\$5,000,000) Dollars, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii); and

8. Any entity in which all of the equity owners are Accredited Investors.

NOTE: Entities (a) which are formed for the purpose of investing in the Company, or (b) the equity owners of which have contributed additional capital for the purpose of investing in the Company, shall be "looked through" and each equity owner must meet the definition of an accredited investor in any of paragraphs 1, 2, 3, 4, 5, 6 or 7 above and will be treated as a separate subscriber who must meet all suitability requirements.

15.5 ACCEPTANCE OF SUBSCRIPTION AGREEMENT BY THE COMPANY

The Investor Suitability Requirements referred to in this section represent minimum requirements for potential Investors. Satisfaction of these standards does not necessarily mean that participation in this Offering constitutes a suitable investment for such a potential Investor or that the potential Investors' Subscription will be accepted by the Company. The Company may, in fact, modify such requirements as circumstances dictate. All Subscription Agreements submitted by potential investors will be carefully reviewed by the Company to determine the suitability of the potential Investor in this Offering. The Company may, in its sole discretion, refuse a Subscription in this Offering to any potential Investor who does not meet the applicable Investor Suitability Requirements or who otherwise appears to be an unsuitable Investor in this Offering. The Company will not necessarily review or accept a Subscription Agreement in the sequential order in which it is received. The Company also has the discretion to maximize the number of Accredited Investors in this Offering and, as a result, may accept less than thirty-five (35) Non-accredited Investors in this Offering.

16. LITIGATION

The Company and its Principals have no lawsuits pending, no legal actions pending or judgments entered against the Company or its Principals and, to the best knowledge of the Company, no legal actions are contemplated against the Company and/or its Principals.

17. ADDITIONAL INFORMATION

Reference materials described in this Private Offering Memorandum are available for inspection at the office of the company during normal business hours. It is the intention of the Company that all potential Investors are given full access to such information for their consideration in determining whether to purchase the Notes being offered. Prospective Investors should contact the Company for access to information regarding the matters set forth or other information concerning the Company. Representatives of the Company will also answer all inquiries from potential Investors concerning the Company and any matters relating to its proposed operations or present activities. The Company will afford potential Investors and their representatives the opportunity to obtain any additional information reasonably necessary to verify the accuracy or the source of any representations or information contained in this Private Offering Memorandum. All contracts entered into by the Company are subject to modifications and the Company may make any changes in any such contracts as deemed appropriate in its best discretion. Such recent amendments may not be circulated to Subscribers prior to the time of closing this Offering. However, potential Investors and their representatives may review such material or make inquiry of the Company concerning any of these and any other matters of interest.

18. FORECASTS OF FUTURE OPERATING RESULTS

Any forecasts and proforma financial information which may be furnished by the Company to prospective Investors or which are part of the Company's business plan, are for illustrative purposes only and are based upon assumptions made by Management regarding hypothetical future events. There is no assurance that actual events will correspond with the assumptions or that factors beyond the control of the Company will not affect the assumptions and adversely affect the illustrative value and conclusions of any forecasts.

19. GLOSSARY OF TERMS

The following terms used in this Memorandum shall (unless the context otherwise requires) have the following respective meanings:

ACCEPTANCE. The acceptance by the Company of a prospective investor's subscription.

ACCREDITED INVESTORS. Those investors who meet the criteria set forth in "INVESTOR SUITABILITY REQUIREMENTS."

BROKER-DEALER. A person or firm licensed with the NASD, the SEC and with the securities or corporate commissions department of the state in which it sells investment securities and who may employ licensed agents for that purpose.

COMPANY. Refers to **TRI-CORE COMPANIES, LLC**, an Arizona Limited Liability Company.

NATIONAL ASSOCIATION OF SECURITIES DEALERS, INC. (NASD). A self-regulating body which licenses brokers and dealers handling securities offerings, reviews the terms of an offering's underwriting arrangements and advertising literature and, while not a governmental agency, acts as a review service watchdog to make sure that its regulations and those of the SEC are followed for the Investor's protection in offerings of securities.

NOTES. A Five Thousand (\$5,000) Dollar investment consisting of one (1) Promissory Note issued by **TRI-CORE COMPANIES, LLC**, an Arizona Limited Liability Company.

SECURITIES ACT OF 1933. A federal act regulated and enforced by the SEC that requires, among other things, the registration and use of a prospectus whenever a security is sold (unless the security or the manner of the Offering is expressly exempt from such registration process).

SECURITIES EXCHANGE ACT OF 1934. A federal act regulated and enforced by the SEC which supplements the Securities Act of 1933 and contains requirements which were designed to protect investors and to regulate the trading (secondary market) of securities. Such regulations require, among other things, the use of prescribed proxy statements when investors' votes are solicited; the disclosure of management and large shareholders' holding of securities; controls on the resale of such securities; and periodic (monthly, quarterly, annually) filing with the SEC of financial and disclosure reports of the Issuer.

SECURITIES AND EXCHANGE COMMISSION (SEC). An independent United States government regulatory and enforcement agency which supervises investment trading activities and registers companies and those securities which fall under its jurisdiction. The SEC also administers statutes to enforce disclosure requirements that were designed to protect investors in securities offerings.

SUBSCRIPTION DOCUMENTS. Consists of the Note, Subscription Agreement, Investor Questionnaire, and a check as payment for the Note(s) to be purchased submitted by each prospective Investor to the Company.

TERMINATION DATE. The earlier to occur of the date on which all Notes are sold or February 1, 2010.

20. ACKNOWLEDGEMENT

By signing below, the undersigned acknowledges that he/she has read and understood this entire Private Placement Memorandum.

Signature

Date

Warren Schumacher
Print Name

CONFIDENTIAL

EXHIBIT A
SUBSCRIPTION AGREEMENT

Print Name of Subscriber: Warren & Sue Schumacher

Amount Loaned: \$10,000.00

Number of Notes: Two (2)

Tri-Core Companies, LLC

SUBSCRIPTION DOCUMENTS

**OFFERING OF A MAXIMUM OF SEVEN HUNDRED (700) SECURED PROMISSORY
NOTES**

FIVE THOUSAND (\$5,000) DOLLARS PER NOTE

February 1, 2008

SUBSCRIPTION INSTRUCTIONS
(Please read carefully)

Each subscriber for the Secured Promissory Notes, Five Thousand (\$5,000) Dollars per Note (the "Notes") of Tri-Core Companies, LLC, an Arizona Limited Liability Company ("the Company"), must complete and execute the Subscription Documents in accordance with the instructions set forth below. The completed documents should be sent to Tri-Core Companies, LLC, 8840 E. Chaparral Road, Suite 150, Scottsdale, AZ 85250.

Payment for the Securities should be made by check payable to the Company and enclosed with the documents as directed in Section III below.

I. These Subscription Documents contain all of the materials necessary for you to purchase the Notes. This material is arranged in the following order:

- Subscription Agreement
- Promissory Note
- Confidential Prospective Purchaser's Questionnaire

II. All investors must complete in detail, date, initial, and sign the Subscription Documents where appropriate. All applicable sections must be filled in.

III. Payment for the Notes must be made by check as provided below:

Please make your check payable, in the appropriate amount, for the number of Notes purchased (at Five Thousand (\$5,000) per Note), to **Tri-Core Companies, LLC**. Your check should be enclosed with your signed subscription documents.

All funds received from subscribers will be placed in a segregated Holding Account of the Company. Once the minimum offering amount has been reached the funds will be transferred to the Company's operating account and will be available for use.

IV. **SPECIAL INSTRUCTIONS**

FOR CORPORATIONS. Include copy of Board resolution designating the corporate officer authorized to sign on behalf of the corporation, a Board resolution authorizing the investment, and financial statements.

FOR PARTNERSHIPS. Provide a complete copy of the partnership agreement, questionnaire, and financial statements for each General Partner.

FOR TRUSTS. Provide a complete copy of the instruments or agreements creating the trust, as amended to date.

Print Name of Subscriber: Warren & Sue Schumacher

Amount Loaned: \$10,000.00

Number of Notes: Two (2)

Subscription Agreement

To: Tri-Core Companies, LLC
8840 E. Chaparral Road - Suite 150
Scottsdale, AZ 85250

Gentlemen:

1. Subscription. The undersigned hereby subscribes for **Two (2)** Notes of Tri-Core Companies, LLC (the "Company"), an Arizona Limited Liability Company, and agrees to loan to the Company Five Thousand (\$5,000) Dollars per Note for an aggregate loan of **\$10,000.00** (the "Loan Amount") upon the terms and subject to the conditions (a) set forth herein, and (b) described in the Confidential Private Placement Memorandum ("Private Placement Memorandum") dated February 1, 2008, together with all exhibits thereto and materials included therewith, and all supplements, if any, related to this offering. The minimum loan is Five Thousand (\$5,000) Dollars, but the Company has the discretion to offer fractional Notes for loans less than the minimum.

2. Note Offering. The Company is offering a maximum of Seven Hundred (700) Notes at Five Thousand (\$5,000) Dollars per Note, with a minimum subscription of one (1) Note (the "Offering"). The maximum aggregate loan to the Company from this Offering will be Three Million Five Hundred Thousand (\$3,500,000) Dollars. The Offering is being made to a limited number of investors pursuant to an exemption available under the Securities Act of 1933 (the "Act"), specifically Rule 506 promulgated under Regulation D, and under certain other laws, including the securities law of certain states.

3. Documents to Be Delivered. The undersigned is delivering to the Company executed copies of this Subscription Agreement (the "Agreement"), the Note(s), Offeree Questionnaire, and all other applicable exhibits and documents (the "Subscription Documents"). The Subscription Documents should be delivered to Tri-Core Companies, LLC, at 8840 E. Chaparral Road, Suite 150, Scottsdale, AZ 85250. The undersigned understands and agrees that he or it will not become a "Holder" of the Note(s) and the Company shall not become a "Maker" of the Note(s) unless and until the Agreement and Note(s) are executed by the Company.

4. Making of Loan Amount. The undersigned, simultaneously with the delivery of the Subscription Documents to the Company, hereby tenders to the Company the Loan Amount by **check made payable to the order of Tri-Core Companies, LLC** in the amount indicated above.

5. Acceptance or Rejection of Subscription. The undersigned understands and agrees that the Company reserves the right, exercisable in its sole discretion, to accept or reject any subscription, in whole or in part, for any reason and that the undersigned will be notified by the Company as promptly as practicable as to whether his or its subscription has been accepted or rejected. If the undersigned's subscription is accepted, in whole or in part, by the Company, the Company will execute this Agreement and the Note(s) and return them to the undersigned. If this subscription is rejected by the Company, either in whole or in part, all funds, in the case of a rejection of the subscription in whole, or those funds representing the amount of the subscription not accepted by the Company, in the case of a rejection of the subscription in part, will be returned to the undersigned as promptly as practicable. If this subscription is rejected in whole by the Company, this Agreement shall be null, void and of no effect. The undersigned does not have the right to withdraw or revoke his or its subscription during the Offering period, except as provided by certain state laws, except that if more than thirty (30) days shall have passed from the date the Company received completed and executed Subscription Documents and the Loan Amount from the undersigned (the "Acceptance Period"), and the Company has not accepted the subscription during the Acceptance Period, the undersigned may withdraw his or its subscription at any time after the Acceptance Period up until such time that the Company subsequently decides, in its sole discretion, to accept the subscription in whole or in part.

6. Offering Period. The Company may close in whole or in part or terminate this Offering under any of the following conditions:

1. Upon receipt of the maximum offering subscription amount of Three Million Five Hundred Thousand (\$3,500,000) Dollars
2. Notwithstanding the above, this offer shall terminate one (1) year from the date of this Private Placement Memorandum; or on such later date not exceeding thirty (30) days thereafter to which the Company, in its sole discretion, may extend this Offering.

7. Closing of the Loan. The Note(s) subscribed for herein shall not be deemed made by the Company or held by the undersigned until this Agreement and the Note(s) have been countersigned by the Company, and until the funds delivered by the undersigned to the Company with the Subscription Documents have been deposited in the Holding Account and have been cleared by the applicable bank of the Company (the "Effective Date"). Upon the Effective Date, (a) the undersigned shall have loaned to the Company the Loan Amount, (b) the undersigned shall become the Holder and the Company shall become the Maker of the Note(s) subscribed for by the undersigned, and (c) both the undersigned and the Company shall be bound by the terms of the Private Placement Memorandum and the Subscription Documents and any other undertakings described herein.

8. Representations and Warranties.

- (a) The Company hereby represents and warrants as follows:

(i) The Company is a Limited Liability Company duly organized, validly existing and in good standing under the laws of the State of Arizona and has the requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now being conducted;

(ii) This Agreement constitutes the valid and binding obligation of the Company enforceable against the Company in accordance with its terms (except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or similar laws from time to time in effect which affect creditor's rights generally and by legal and equitable limitations on the availability of specific performance and other equitable remedies under or by virtue of this Agreement). The Company has all requisite power and authority, corporate and other, to execute and deliver this Agreement and the Note(s) and to consummate the transactions contemplated hereby. All persons who have executed this Agreement and the Note(s) on behalf of the Company have been duly authorized to do so by all necessary corporate action. Neither the execution and delivery of this Agreement and the Note(s) nor the consummation of the transactions contemplated hereby will (A) violate any provision of the Certificate of Incorporation or Operating Agreement of the Company, as currently in effect; (B) violate any judgment, order, injunction, decree or award against, or binding upon, the Company or the securities, assets, properties, operations or business of the Company; or (C) violate any law or regulation applicable to the Company or to the securities, assets, properties, operations or business of the Company.

(b) In order to induce the Company to accept the subscription made hereby, the undersigned hereby represents and warrants to the Company as follows:

(i) The undersigned has received the Private Placement Memorandum and the Subscription Documents. The undersigned has read and understands the Private Placement Memorandum and Subscription Documents and the information contained in those documents concerning the Company and this Offering or has caused his or its representative to read and examine the Private Placement Memorandum and Subscription Documents. The undersigned has relied only on the information about the Company contained in these documents and his or its own independent investigation in making his or its subscription. The undersigned understands that the Notes will be issued with the rights and subject to the conditions described in the Private Placement Memorandum and Subscription Documents;

(ii) The undersigned is familiar with the terms and conditions of the Offering and is aware that his or its investment involves a

degree of risk and the undersigned has read the section in the Private Placement Memorandum titled "Risk Factors."

(iii) The undersigned hereby specifically accepts and adopts each and every provision of this Agreement and acknowledges and agrees with each and every provision of this Agreement and, upon acceptance by the Company of the subscription made hereby, agrees to be bound by such provisions.

(iv) The undersigned acknowledges and is aware that there is no assurance as to the future performance of the Company.

(v) The undersigned, if an individual (A) has reached the age of majority in the state in which he resides and (B) is a bona fide resident and domiciliary (not a temporary or transient resident) of the state set forth below his signature on the signature page hereof and has no present intention of becoming a resident of any other state or jurisdiction. The undersigned, if a partnership, corporation, limited liability company, trust or other entity, was organized or incorporated under the laws of the jurisdiction set forth below the signature made on its behalf on the signature page hereof and has no present intention of altering the jurisdiction of its organization, formation or incorporation.

(vi) The undersigned has the financial ability to bear the economic risk of an investment in the Offering, has adequate means of providing for his or its current needs and personal contingencies, has no need for liquidity in the Note(s) and could afford a complete loss of his or its investment in the Offering.

(vii) The undersigned represents and warrants to the Company that he or it comes within one of the categories of investors as defined in Exhibit 1 hereto *(please indicate by providing your initials next to the appropriate category in which the undersigned is included, and if the undersigned is an Accredited Investor, check the appropriate category of Accredited Investors in which the undersigned is an entity).*

(viii) The undersigned has been given the opportunity to review the merits of an investment in the Offering with tax and legal counsel or with an investment advisor to the extent the undersigned deemed advisable.

(ix) The undersigned's overall commitment to invest in the Note(s), which are not readily marketable, is not disproportionate to his or its net worth and his or its investment in the Offering will not cause such overall commitment to become excessive.

(x) The undersigned has such knowledge and experience in financial and business matters that he or it is capable of evaluating the merits and risks of an investment in the Offering.

(xi) The undersigned has been given a full opportunity to ask questions of and to receive (A) answers from the Company and its Managers concerning the terms and conditions of this Offering and the business of the Company and (B) such other information as he or it desired in order to evaluate an investment in the Offering, and all such questions have been answered to the full satisfaction of the undersigned. No oral or written representations have been made or oral or written information furnished to the undersigned or the undersigned's advisors in connection with the Offering or interests that were in any way inconsistent with this Subscription Agreement. The undersigned is not participating in the Offering as a result of or subsequent to (1) any advertisement, article, notice or other communication published in any newspaper, magazine or similar media or broadcast over television, radio or the internet or (2) any seminar or meeting whose attendees have been invited by any general solicitation or general advertising.

(xii) If the undersigned is a corporation, limited liability company, partnership, trust or other entity, it is authorized and qualified to make this loan to the Company and the person signing this Agreement on behalf of such entity has been duly authorized by such entity to do so.

(xiii) If the undersigned is a corporation, limited liability company or partnership, the person signing this Agreement on its behalf hereby represents and warrants that the information contained in this Agreement completed by any shareholders of such corporation, members of such limited liability company or partners of such partnership is true and correct with respect to such shareholder, member or partner (and if any such shareholder is itself a corporation, limited liability company or partnership, with respect to all persons having an equity interest in such corporation, limited liability company or partnership, whether directly or indirectly) and that the person signing this Agreement has made due inquiry to determine the truthfulness and accuracy of the information contained in this Agreement.

(xiv) The purchase of the Note(s) by the undersigned has been duly authorized, and the execution, delivery and performance of this Agreement does not conflict with the undersigned's partnership agreement, certificate of incorporation, by-laws, articles of organization, operating agreement or any agreement to which the undersigned is a party and this Agreement is a valid and binding agreement enforceable against the undersigned in accordance with its terms.

(xv) The undersigned hereby represents that he or it is subscribing for the Notes as principal or as trustee, solely for the account of the undersigned, for investment purposes only and not with a view to, or for, subdivision, resale, distribution, or fractionalization thereof, in whole or in part, or for the account, in whole or in part, of others, and, except as disclosed herein, no other person has a direct or indirect beneficial interest in the Note(s). The undersigned will hold the Note(s) as an investment and has no reason to anticipate any change in circumstances or other particular occasion or event, which would cause the undersigned to attempt to sell any of the Note(s).

(xvi) The undersigned acknowledges his or its understanding that (A) the Offering of the Note(s) by the Company has not been registered under the Act, as amended, or the securities laws of certain states in reliance on specific exemptions from registration, (B) the Confidential Memorandum and Subscription Documents have not been filed with or reviewed by the Securities and Exchange Commission or the securities department of any state and no securities administrator of any state or the federal government has recommended or endorsed this Offering or made any finding or determination relating to the fairness of an investment in the Company, and (C) the Offering of the Note(s) by the Company is intended to be exempt from registration pursuant to Section 4 (2) of the Act and the rules promulgated thereunder by the Securities and Exchange Commission, and that the undersigned's Note(s) cannot be sold, pledged, assigned or otherwise disposed of unless they are registered under the Act or an exemption from such registration is available.

(xvii) The undersigned represents and warrants that he or it will not transfer or convey all or part of his or its financial interest in the Note(s) unless such Note(s) are subsequently registered under the Act, or an exemption from such registration is available and without (A) the prior written consent of the Company and (B) an opinion of counsel acceptable to the Company and its counsel to the effect that the Note(s) may be transferred without violation of the registration requirements of the Act or any applicable state securities laws, as may be amended from time to time. The undersigned further acknowledges that there can be no assurance that the Company will file any registration statement for the Note(s) for which the undersigned is subscribing, that such registration statement, if filed, will be declared effective or, if declared effective, that the Company will be able to keep it effective until the undersigned sells the Note(s) registered thereon.

(xviii) The undersigned understands that this Agreement is subject to the Company's acceptance and may be rejected by the Company at any time in its sole discretion in whole or any part

prior to issuance of the Note(s) with respect to the undersigned's subscription, notwithstanding prior receipt by the undersigned of notice of acceptance of the undersigned's subscription. The Company reserves the right to withdraw the Offering at any time.

(xix) The undersigned acknowledges that this Agreement shall become binding upon the undersigned when it is countersigned by the Company and the undersigned is not entitled to cancel, terminate, or revoke this subscription before or after acceptance by the Company, except as otherwise provided in this Agreement.

(xx) All information provided by the undersigned in the Investor Questionnaire and Investor Representative Questionnaire (if applicable) which accompanies this Agreement is true and accurate in all respects, and the undersigned acknowledges that the Company will be relying on such information to its possible detriment in deciding whether the Company can make these Note(s) to the undersigned without giving rise to the loss of an exemption from registration under the applicable securities laws.

9. Foreign Person. If the undersigned has indicated on the signature page of this Agreement that he, she or it is a foreign person, he, she, or it agrees to notify the Company in writing within sixty (60) days of becoming a nonresident alien, foreign corporation, foreign partnership, foreign trust, foreign estate, or other foreign entity, as the case may be.

10. Indemnity. The undersigned agrees to indemnify and hold harmless the Company, its managers, members, agents, attorneys and affiliates and each other person, if any, who controls any thereof, within the meaning of Section 15 of the Act, against any and all loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all expenses reasonably incurred in investigating, preparing or defending against any litigation commenced or threatened or any claim whatsoever) arising out of or based upon any false representation or warranty or breach or failure by the undersigned to comply with any covenant or agreement made by the undersigned herein or in this Agreement or in any other document furnished by the undersigned to any of the foregoing in connection with this transaction.

11. Notice. All notices in connection with this Agreement shall be in writing and personally delivered or delivered via overnight mail, with written receipt therefore, or sent by certified mail, return receipt requested, to each of the parties hereto at their addresses set forth above (or such other address as may hereafter be designated by either party in writing in accordance with this Section 11) with a copy, in the case of notice to the Company, to Tri-Core Companies, LLC, at 8840 E. Chaparral Road, Suite 150, Scottsdale, AZ 85250. Such notice shall be effective upon personal or overnight delivery or five (5) days after mailing by certified mail.

12. Miscellaneous.

(a) This Agreement is not assignable by the undersigned. This Agreement shall be binding upon and shall inure to the benefit of the parties, their successors and, subject to the above limitation, their assigns, and shall not be enforceable by any third party.

(b) This Agreement shall be deemed to have been made in the State of Arizona and any and all performance hereunder, or breach thereof, shall be interpreted and construed pursuant to the laws of the State of Arizona without regard to conflict of laws rules applied in State of Arizona. The parties hereto hereby consent to personal jurisdiction and venue exclusively in the State of Arizona with respect to any action or proceeding brought with respect to this Agreement.

(c) This Agreement contains all oral and written agreements, representations and arrangements between the parties with respect to its subject matter, and no representations or warranties are made or implied, except as specifically set forth herein. No modification, waiver, or amendment of any of the provisions of this Agreement shall be effective unless in writing and signed by both parties to this Agreement.

(d) No waiver of any breach of any terms of this Agreement shall be effective unless made in writing signed by the party against whom enforcement of the waiver is sought and no such waiver shall be construed as a waiver of any subsequent breach of that term or of any other term of the same or different nature.

(e) If any provision or portion of this Agreement or the application thereof to any person or party or circumstances shall be invalid or unenforceable under applicable law, such event shall not affect, impair, or render invalid or unenforceable the remainder of this Agreement.

(f) Each of the parties hereto shall cooperate and take such actions, and execute such other documents, at the execution hereof or subsequently, as may be reasonably requested by the other in order to carry out the provisions and purposes of this Agreement.

IN WITNESS WHEREOF, the undersigned, by his or its execution hereof, agrees to be bound by this Agreement.

Executed this _____ day of _____, 2008, at _____
(City), _____ (State).

If the Investor is an INDIVIDUAL, complete the following:

The undersigned (circle one): **[is]** **[is not]** a citizen or resident of the United States.

Warren Schumacher

Print Name of Individual

Print Social Security Number of Individual

Sue Schumacher

Print Name of Spouse / Co-Investor
(If Funds are to be invested in Joint Name
or are Community Property)

Print Social Security Number of Spouse
or Co-Investor

(If Funds are to be Invested in Joint Name
or are Community Property)

Signature of Individual

Print Residential Address:

Signature of Spouse / Co-Investor
(If Funds are to be Invested in Joint Name
or are Community Property)

Print Residential Telephone Number:

If the investor is PARTNERSHIP, CORPORATION, TRUST OR OTHER ENTITY, complete the following:

The undersigned (*circle one*) [is] [is not] a foreign partnership, foreign corporation, trust or foreign estate (as defined in the Internal Revenue Code of 1986, as amended, and the treasury regulations promulgated there under).

Print Name of Partnership, Corporation,
Trust, or Other Business Entity

Print Federal Tax Identification Number

Signature of Authorized Representative

Print Jurisdiction of Entity

Print Name of Authorized Representative

Print Title of Authorized Representative

Print Residential Address of Investor:

Print Residential Telephone Number:

ACCEPTANCE

The terms of the foregoing, including the subscription described therein, are agreed to and accepted on this _____ day of _____, 2008.

TRI-CORE COMPANIES, LLC

By: _____
Jason Todd Mogler - President

By: _____
Jim Hinkeldey - Vice-President

EXHIBIT 1
INVESTOR STATUS

(Please indicate by providing your initials next to the appropriate category in which the undersigned is included, and if the undersigned is an Accredited Investor, check the appropriate category of Accredited Investors in which the undersigned is an entity).

initials

- A. **"Nonaccredited Investor"**. The undersigned does not meet the definition of an "Accredited Investor" as defined herein below;

initials

- B. **"Accredited Investor"**. The undersigned is an Accredited Investor as defined below *(check applicable box)*:

☐ 1. Any natural person whose individual net worth, or joint net worth with that person's spouse, at the time of this purchase exceeds One Million (\$1,000,000) Dollars;

☐ 2. Any natural person who had an individual income in excess of Two Hundred Thousand (\$200,000) Dollars in each of the two most recent years, or joint income with that person's spouse in excess of Three Hundred Thousand (\$300,000) Dollars in each of those years and had a reasonable expectation of reaching the same income level in the current year;

☐ 3. Any bank as defined in Section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act, whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934; any insurance company as defined in Section 2(a)(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company, as defined in Section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U. S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions, for the benefits of its employees if such plan has total assets in excess of Five Million (\$5,000,000) Dollars; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, (as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company or registered investment adviser) or if the employee benefit plan has total assets in excess of Five Million (\$5,000,000) Dollars if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

☐ 4. Any private business development company (as defined in Section 202(a)(22) of the Investment Advisers Act of 1940);

☐5. Any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered with total assets in excess of Five Million (\$5,000,000) Dollars;

☐6. Any director, executive officer or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;

☐7. Any trust, with total assets in excess of Five Million (\$5,000,000) Dollars, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii); and

☐8.* Any entity in which all of the equity owners are Accredited Investors.

NOTE: Entities (a) which are formed for the purpose of investing in the Company, or (b) the equity owners of which have contributed additional capital for the purpose of investing in the Company, shall be "looked through" and each equity owner must meet the definition of an accredited investor in any of paragraphs 1, 2, 3, 4, 5, 6 or 7 above and will be treated as a separate subscriber who must meet all suitability requirements.

* If this box is checked, please indicate on a separate schedule to be attached hereto, the category of Accredited Investor in which each equity owner of such entity is included.

EXHIBIT B
PROMISSORY NOTE

EXHIBIT B

PROMISSORY NOTE

THIS NOTE HAS BEEN MADE FOR INVESTMENT PURPOSES ONLY AND NOT WITH A VIEW TO OR FOR SALE IN CONNECTION WITH THE DISTRIBUTION THEREOF AND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"). THIS NOTE MAY NOT BE SOLD, TRANSFERRED, OR ASSIGNED ("TRANSFER") UNLESS IT IS SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE AND THE MAKER CONSENTS IN WRITING TO SUCH TRANSFER.

Tri-Core Companies, LLC, an Arizona Limited Liability Company, with offices at 8840 E. Chaparral Road, Suite 150, Scottsdale, AZ 85250 (the "Maker"), for value received, promises to pay to the Individual and/or legal entity designated in this Note as the "HOLDER," the principal sum of **Ten Thousand Dollars** with a rate of return of eighty percent (80%), compounded annually. Interest shall be due and payable at maturity and based on the commencement date of the Note. The entire Principal shall be due and payable to the Holder no later than twenty-four (24) months from the Commencement Date. Maker may at any time or from time to time make a voluntary prepayment, whether in full or in part, of this Note without premium or penalty.

1. NOTES

This Note in the principal amount of Five Thousand (\$5,000) Dollars per Note, or any fractional amounts, is offered for sale by the Maker, pursuant to that certain "Private Placement Memorandum" dated February 1, 2008. The Note shall be senior debt of the Maker and secured by the property.

2. EVENTS OF DEFAULT

A default shall be defined as one or more of the following events ("Event of Default") occurring and continuing:

- (a) The Maker shall fail to pay any interest payment on this Note when due for a period of thirty (30) days after notice of such default has been sent by the Holder to the Maker.
- (b) The Maker shall dissolve or terminate the existence of the Maker.
- (c) The Maker shall file a petition in bankruptcy, make an assignment for the benefit of its creditors, or consent to or acquiesce in the appointment of a receiver for all or substantially all of its property, or a petition for the appointment of a receiver shall be filed against the Maker and remain unstayed for at least ninety (90) days.

Upon the occurrence of an Event of Default, the Holder of this Note may, by written notice to the Maker, declare the unpaid principal amount and all accrued interest of the Note immediately due and payable.

3. SECURITY FOR PAYMENT OF THE NOTE(S)

The Note(s) offered by the MAKER are secured by future land purchase.

4. COMMENCEMENT DATE OF THE NOTE

The Commencement Date of the Note shall be the "Effective Date," as defined in that certain "Subscription Agreement" attached as Exhibit A to the Private Placement Memorandum.

5. STATUS OF HOLDER

The Maker may treat the Holder of this Note as the absolute owner of this Note for the purpose of making payments of principal or interest and for all other purposes, and shall not be affected by any notice to the contrary, unless the Maker so consents in writing.

6. SECURITIES ACT RESTRICTIONS

This Note has not been registered for sale under the Act. This Note may not be sold, offered for sale, pledged, assigned or otherwise disposed of, unless certain conditions are satisfied, as more fully set forth in the Subscription Agreement.

7. ATTORNEYS' FEES

The prevailing party in an action to enforce this Note shall be entitled to reasonable attorneys' fees, costs, and collection expense.

8. MISCELLANEOUS.

(a) **Successors and Assigns.** The Holder may not assign, transfer, or sell this Note to any party without the express written consent of the Maker. This Note shall be binding upon and shall inure to the benefit of the parties, their successors and, subject to the above limitation, their assigns, and shall not be enforceable by any third party.

(b) **Entire Agreement.** This Note contains all oral and written agreements, representations and arrangements between the parties with respect to its subject matter, and no representations or warranties are made or implied, except as specifically set forth herein. No modification, waiver, or amendment of any of the provisions of this Note shall be effective unless in writing and signed by both parties to this Note.

(c) **Notices.** All notices in connection with this Note shall be in writing and personally delivered or delivered via overnight mail, with written receipt thereof, or sent by certified mail, return receipt requested, to each of the parties hereto

at their addresses set forth above (or such other address as may hereafter be designated by either party in writing in accordance with this Section 8) with a copy to Tri-Core Companies, LLC, 8840 E. Chaparral Road, Suite 150, Scottsdale, AZ 85250. Such notice shall be effective upon personal or overnight delivery or five (5) days after mailing by certified mail.

(d) **Section Headings.** The headings of the various sections of the Note have been inserted as a matter of convenience for reference only and shall be of no legal effect.

(e) **Severability.** If any provision or portion of this Note or the application thereof to any person or party or circumstances shall be invalid or unenforceable under applicable law, such event shall not affect, impair, or render invalid or unenforceable the remainder of this Note.

(f) **Applicable Law.** This Note shall be deemed to have been made in the State of Arizona, and any and all performance hereunder, or breach thereof, shall be interpreted and construed pursuant to the laws of the State of Arizona without regard to conflict of laws rules applied in the State of Arizona. The parties hereto hereby consent to personal jurisdiction and venue exclusively in the State of Arizona with respect to any action or proceeding brought with respect to this Note.

Maker:

Tri-Core Companies, LLC,
An Arizona Company
8840 E. Chaparral Road, Suite 150
Scottsdale, AZ 85250

Jason Todd Mogler

Print Name

Signature & Date

Holder:

Warren and Sue Schumacher

IL

Warren Schumacher

Print Name

Signature & Date

Sue Schumacher

Print Name

Signature & Date

EXHIBIT C

Tri-Core Companies, LLC

Investor Suitability Questionnaire

To: Prospective purchasers of Promissory Notes (the "Notes") offered by Tri-Core Companies, LLC (the "Company").

The Purpose of this Questionnaire is to solicit certain information regarding your financial status to determine whether you are an "Accredited Investor," as defined under applicable federal and state securities laws, and otherwise meet the suitability criteria established by the Company for purchasing Notes. ***This questionnaire is not an offer to sell securities.***

Your answers will be kept as confidential as possible. You agree, however, that this Questionnaire may be shown to such persons as the Company deems appropriate to determine your eligibility as an Accredited Investor or to ascertain your general suitability for investing in the Notes.

Please answer all questions completely and execute the signature page

A. Personal

1. Full Name: _____

2. Address of Principal Residence: _____

County: _____

3. Residential Telephone Number: () _____

4. Where are you registered to vote (County & State)? _____

5. Your driver's license is issued by the following state: _____

6. Other Residences or Contacts: *Please identify any other state where you own a residence, are registered to vote, pay income taxes, hold a driver's license, or have any other contacts, and describe your connection with such state:*

7. Please send all correspondence to:

(1) _____ Residential Address [as set forth in item A-2]

(2) _____ Business Address [as set forth in item B-1(a)]

8. Date of Birth: _____
9. Country of Citizenship: _____
10. Social Security Number or Tax I.D. Number: _____
11. E-Mail Address: _____

B. Occupations and Income

1. Occupation: _____
- (a) Business Address: _____
- (b) Business Telephone Number: (_____) _____
2. Gross income during each of the last two years exceeded:
- (1) _____ \$25,000 (3) _____ \$50,000
- (2) _____ \$100,000 (4) _____ \$200,000
3. Joint gross income with spouse during each of the last two years exceeded \$300,000.
- (1) _____ Yes (2) _____ No (3) _____ Not Applicable
4. Estimated gross income during current year exceeds:
- (1) _____ \$25,000 (3) _____ \$50,000
- (2) _____ \$100,000 (4) _____ \$200,000
5. Estimated joint gross income with spouse during current year exceeds \$300,000.
- (1) _____ Yes (2) _____ No (3) _____ Not Applicable

C. Net Worth

1. Current net worth or joint net worth with spouse (note that "net worth" includes all of the assets owned by you and your spouse in excess of total liabilities, including the fair market value, less any mortgage, of your principal residence.)

- (1) _____ \$50,000-\$100,000 (2) _____ \$100,000-\$250,000 (3) _____ \$250,000-\$500,000
- (4) _____ \$500,000-\$750,000 (5) _____ \$750,000-\$1,000,000 (6) _____ over \$1,000,000

2. Current value of liquid assets (cash, freely marketable securities, cash surrender value of life insurance policies, and other items easily convertible into cash) is sufficient to provide for current needs and possible personal contingencies:

(1)____Yes

(2)____No

D. Affiliation with the Company

Are you a director or executive officer of the Company?

(1)____Yes

(2)____No

E. Investment Percentage of Net Worth

If you expect to invest at least \$100,000 in Notes, does your total purchase price exceed 10% of your net worth at the time of sale, or joint net worth with your spouse?

(1)____Yes

(2)____No

(3)____Not Applicable

F. Consistent Investment Strategy

Is this investment consistent with your overall investment strategy?

(1)____Yes

(2)____No

G. Prospective Investor's Representations

The information contained in this Questionnaire is true and complete, and the undersigned understands that the Company and its counsel will rely on such information for the purpose of complying with all applicable securities laws as discussed above. The undersigned agrees to notify the Company promptly of any change in the foregoing information which may occur prior to any purchase by the undersigned of securities from the Company.

Prospective Investor(s):

Signature

Date: _____

Signature

(of spouse or co-investor, if purchase is to be made as joint tenants or as tenants in common)

Date: _____

EXHIBIT D

TRI-CORE COMPANIES, LLC BUSINESS PLAN

Mission Statement

The mission of Tri-Core Companies, LLC (the Company) is to purchase raw virgin beach front land on the Gulf of California (Sea of Cortez), Sonora, Mexico for either resale or for development.

The specific location the Company has concentrated on is generally between El Golfo de Santa Clara on the north and Puerto Peñasco (Rocky Point) on the south. This is a distance of about 80 miles and is being opened for development with the completion of the Coastal Highway that will make access by automobile to this virgin area easy for millions of visitors and buyers from the United States. The Company believes there will be a major increase in demand for property in this area with the completion of the highway. The highway is over four-fifths complete, and only a 15 mile portion of the center section remains to be completed which is scheduled for completion by Spring 2008.

If property is being purchased for resale, profitability will be generated by acquiring the virgin property and performing the following functions:

- Privatize the property, if necessary
- Create the preliminary plat plan
- Apply for and obtain the necessary permits and approvals from the several governmental agencies
- Submit the final plat plan for and obtain approval

If property is being purchased for development, the same steps noted above are still necessary. However, profitability would be further enhanced by:

- Completion of the infrastructure (roads, water, sewer, etc.)
- Selling individual lots or commercial parcels that would be ready for vertical construction
- Forming a joint venture with residential builders
- Forming a joint venture with a commercial builder
- Complete or partial build out by the company (depending on scenarios noted above)

The Company's choice for either scenario noted above will be influenced and driven by the market as demand for the area increases in direct correlation to the completion of the Coastal Highway.

Knowledge of the Marketplace

The Principals of the Company have been active in Mexican real estate for several years and consider the El Golfo/Rocky Point market one of the (if not the most) active markets in all of Mexico for development and potential upside investment.

Because of their experience and knowledge base, The El Golfo area was chosen for the Company's initial purchase due to its potential concentration and upside appreciation. Some of the driving factors that influenced this decision were:

- Its close proximity to the United States markets (one hour drive from the Border of US/Mexico)
- Its location on a beautiful, pristine, major body of water
- The quality of the sand beaches
- The scenic mountain views of the Baja Peninsula
- The opening of the area by the construction of the Coastal Highway from the US/Mexico border 300 miles to the south along the coast of the Sea of Cortez to Guaymas, Mexico, a major seaport
- The \$50 million dollar international airport under construction at Rocky Point that will accommodate all types of passenger planes. The first runway is to be completed in 2007 and the balance completed by 2009.
- Two state-of-the-art hospitals. Hospital of Penasco and the IMMS Hospital are currently under construction and will serve the El Golfo/Rocky Point areas

The primary target market is Baby Boomers and younger persons from Southern California, Arizona, and Nevada as buyers of property for weekends and vacations due to the close proximity to these U.S. States. Another large market to be targeted is the "Snow Bird" buyer/users looking for a winter vacation location from all over the United States and Canada. Other markets include buyers/users living in Mexico, and investors looking to put money into an area that is being labeled "the Sonoran Riviera."

The Mexican and Sonoran Governments are dedicated to promoting the area as a major destination for both Americans and Canadians. This is evidenced by the millions of dollars of infrastructure being put in place by the United States and Mexican Governments. A prime example of this dedication is the Coastal Highway. This three hundred mile highway is being built at a cost in excess of \$200 million dollars and will connect the port city of Guaymas in Mexico with the US/Mexico border at San Luis Rio Colorado, south of Yuma, Arizona. The highway is two-thirds completed and will be finished in late 2007. This will make this whole area much more accessible for millions of Americans in Southern California, Arizona, and Nevada for weekends and vacations, as well as longer stays for all of the US and Canada.

La Escalera Nautical, or the "Nautical Ladder," is a widely known plan to encourage tourism by development along the Sea of Cortez by building a series of hotels, marinas, and tourist sites located within a one day sail of one another. Fonatur, the Mexican tourism development agency, initially projected 50,000 boats and one million visitors by 2014, with the vast majority from the United States.

The Property - Lot 5 Mechor Ocampo, El Golfo

After reviewing many properties in the area over the past 12 months, the site selection was narrowed to a large land parcel in an area known as El Golfo de Santa Clara, in the Municipality of San Luis Rio Colorado, Sonora, Mexico and is nestled along the beach of the Sea of Cortez. This large land parcel (Lot 5) has over 250 acres of land with over one mile (6,000+- feet) of beautiful sandy beach frontage with rolling dunes and wonderful views of the Sea of Cortez and the mountains on the other (Baja) side of the water. The northerly portion of the site is generally level with a small fore dune about 10 to 15 feet above the beach for excellent views and is an excellent area for water front and water view single family lots. The center portion of the site has the same desirable fore dune and has a low to medium high second dune for added views for multi-family and mixed use development behind the single family area. The southern portion of the site has a high ridge that extends almost to the beach and has spectacular views from both sides down the beaches and the Sea of Cortez with the greatest views from the very top. This area is excellent for a destination resort, mixed-use residential, and supports commercial use such as restaurants, hotels, and recreational facilities.

This land was selected for its excellent location and for the following and other reasons: The land is at the southern edge of El Golfo, approximately one hour south of the U.S./Mexico border crossing at San Luis. The entire waterfront area in this section of the Sea of Cortez is undergoing major development with the building of the Coastal Highway that will provide needed access from major metropolitan areas of the United States including Arizona, Nevada, and Southern California. A new major border crossing facility is also planned for San Luis to relieve congestion at the present in-town facility; this will increase the number of inspection lanes from five to sixteen and will decrease the time for crossing the border.

The Colorado River flows into the Sea of Cortez north of El Golfo and forms a large delta area. El Golfo is near the northern end of the Sea of Cortez and is well protected from adverse weather and as a result, the waters are generally calm. El Golfo is a picturesque fishing village with long wide sandy beaches. The fishermen launch their boats from the sandy beaches directly into the water. There is at present one paved road that ends at El Golfo. The Coastal Highway from San Luis will provide needed tourist access to El Golfo and other waterfront areas. The new Coastal Highway will continue southerly to Puerto Penasco (Rocky Point) and beyond to Guaymas. The section from San Luis to Rocky Point is scheduled to be operational by early 2008 and most sections are already paved and ready for use.

The Company has acquired the 250-acre plus Lot 5 land parcel and has designated the site the *El Golfo Beach Resort* and it is in the center point of this area. The subject property overlooks the Sea of Cortez from many vantage points as well as from the over one mile of beach frontage. The area has boating, fishing, off-roading, hiking, bird watching, and other water oriented activities. Vehicles can drive along the beaches of The Sea of Cortez. The area is a major boating and recreation area for Sonora, Mexico, Arizona, Nevada, Southern Utah, and especially Southern California. Much of the land adjacent to the Sea of Cortez is owned and controlled by the Federal

and State Governments for recreation and preservation with minimum land available for private development. The Sea of Cortez waterfront areas of the State of Sonora, including the subject area, have experienced a major increase in real estate values in the past 36 months and this trend is continuing.

Water Access Lot 5

El Golfo Beach Resort is to be located on Lot 5, a site fronting 6,000+/- feet on the Sea of Cortez to the south of the Town of El Golfo. Boats can be launched from the beaches. The beaches are all sand with driving allowed along the beaches. There is a large hill with a lighthouse, called "El Mochorro," at the top that is a well known and is about a 1/2-mile north of the subject property. The subject site has rolling sand dunes near the waterfront and is generally level toward the rear area. The site is well adapted for the launching of small boats.

The Proposed Development for Lot 5

This project is a proposed mixed-use development, including a gated single family development of 500+/- single family lots, several areas for multi-family development, and a planned destination resort with hotels, restaurants, and supporting commercial facilities. All of this fronts on and has wonderful views of the Sea of Cortez at the Town of El Golfo, in rapidly developing San Luis Rio Colorado, Sonora, Mexico. The property consists of 100+/- hectares (250+/- acres) of land on the multi-level site overlooking the scenic waterways of the Sea of Cortez to the west and with mountain views to the east. The property has over 2,000 meters (6,000+/- feet) of sandy beach frontage. There are beautiful scenic views up and down the sandy beaches on the Sea of Cortez (Gulf of California). The lots will range from 50 feet by 100 feet to lots well over an acre depending on location, views, and terrain. The prime lots will be on the beach for wonderful views and easy water and beach access and at the top of the large hill near the south end of the property for spectacular views along the beaches for miles in each direction. The development will provide all the amenities associated with a destination development.

The Development Plan

The development plan is to purchase the property for cash with reserves to complete the development. The property will be developed in total or a part may be sold and the balance of the site developed for single family lots. The value of the approved subdivision will be sufficient to secure a construction funds for the cost of the off-site improvements, infrastructure and the marketing of the sites. The development will be completed in phases and we will be in the position to sell the lots to a residential builder, or individually on a retail basis in the open market.

Supporting Land Sale Prices for Lot 5

There has been a major increase in interest in land acquisition in the area between El Golfo and Rocky Point since the construction of this section of the Coastal Highway began about 24 months ago. As the highway is nearing completion, there is a greater recent increase in activity, and that will continue to increase until and after the new road is completed. The greatest interest in buying by national and international groups for development and retail end buyers will be when the Coastal Highway will provide convenient access to land parcels currently only reachable by 4x4 vehicles. The road is completed to the rear of all of Mechor Ocampo but is not yet completed to Rocky Point.

The land where Lot 5 is located is a group of beach front parcels designated Mechor Ocampo and planned for tourism development. This section of beach front has 13 parcels varying in size up to 100+/- hectares with Lot 5 being the largest with the most frontage. Mechor Ocampo starts with Lot 1 in the Town of El Golfo and continues toward Rocky Point about six miles. Lot 3 (the largest section) with about 40 hectares or 100+/- acres is presently for sale for \$12.50 per square meter (\$1.25+/- per square foot). The present owner has held the property for many years and now wants to sell. The property is near Lot 5 and is smaller, but with less beach frontage than Lot 5. This owner, along with his sister, own Lot 10 in Mechor Ocampo and they have indicated that they have sold Lot 10 for \$6.00 per square meter (\$0.60+/- per square foot). Lot 10 is smaller and has less frontage than Lot 5 and is generally level with limited views except at the front of the property. According to the seller, this lower price is due to the location of the property further from development, the Town of El Golfo, and the less desirable terrain. Lot 9 in Mechor Ocampo is also for sale for \$12.37 per square meter (\$1.24+/- per square foot). This lot is very similar in size and terrain to Lot 10 discussed above. The Company has acquired Lot 5 for \$2.25 per square meter (\$0.23+/- per square foot), or well below the asking and sold prices in Mechor Ocampo. El Golfo is an area that is just starting to develop and therefore there have been few sales of beachfront and beach view lots in the El Golfo area. One starting development on 14 hectares in Lot 3 of Mechor Ocampo has sold eight beachfront lots (total only 12) for \$120,000 each without utilities or improvements. These have been sold to investors and potential users by private contact and without advertising. The asking prices for beach view lots in this subdivision range from \$45,000 to \$80,000, depending of the location. These lots are 50+/- feet by 100+/- feet. An overview of lot and land prices in Rocky Point is included in the Addenda. These prices dramatically point out the huge upside for land in El Golfo, compared to the more developed Rocky Point. But remember, El Golfo will be 45 minutes to one-hour closer to the United States/Mexico Border.

El Golfo/Rocky Point - General Economic and Area Information

The Colorado River forms the state line between Arizona, California, and Nevada, and continues southerly to the Sea of Cortez. Along its entire length, it is a major recreation/boating area for Arizona, Nevada, and Southern California in the spring & summer, and a perfect destination for "Snowbirds" in the winter creating a year

around demand for the entire area.

Historically, neighboring Rocky Point has been a major recreational area for Phoenix and Tucson, Arizona. The drive time has been about three hours, making it a very easy weekend vacation spot. There have been many new high and mid-rise condominium units built near Rocky Point on Sandy Beach within the past few years, providing over 3,000 new units. These are well designed and constructed developments with many beach front amenities. These units generally have sold for \$300,000 to over \$1,500,000 and have been sold primarily to U.S. residents. El Golfo is about 25 miles north of Rocky Point by the shore line. However, historically there has been no connecting road. The new Coastal Highway will make the drive between El Golfo and Rocky Point less than 30 minutes and will make El Golfo closer to California, Western Arizona, and Nevada. This will dramatically change the access to the El Golfo area.

Development in El Golfo is coming and soon. Neighboring El Golfo developments include a proposed single-family development with a golf course fronting the beach neighboring the subject to the north. This proposed development is also planned to have a hotel near the beach and possibly a marina. The developer for this property is U.S.-based, and is reported to have both the financial and development capability to complete the project. El Golfo is a small, quiet community that is poised to undergo extensive real estate development with the completion of the Coastal Highway and the increased access to large U.S. markets that will then be within convenient driving distance. There are many resort areas of Mexico with extensive development taking place, however there are only limited areas on the water that have good **driving** access from the United States. The Coastal Highway will make the El Golfo/Rocky Point area even more accessible, with El Golfo being only one hour from the border at a new 16-lane crossing.

Short Term Business Goals

The Company will be dedicated solely to its purchase of Lot 5 of Mechor Ocampo and managing it for success. This includes the creation of a development plan, the development of marketing campaigns, and the pursuit of letters of intent for lot pre-sales.

As part of the short-term development plan, we will proceed to obtain an ALTA or equivalent land survey to proceed with a title insurance commitment, initial site studies, and engineering to plan for development and/or division of the property. In addition, we will proceed with the concession for the "Federal Zone" so that we may have exclusive use of the 20 meters controlled by the Mexican Government adjacent to the "high water mark." This is an important concession and we are proceeding forward. The other pre-development permit is for the ecology of the property and is an involved and extensive study. We have had the environmentalist we work with review Lot 5 on a preliminary basis and there are no apparent environmental concerns; however, the actual permit requires an expensive and time consuming study and approval process.

Other permits pertain to the water, electricity, and planned development. These are in

conjunction with the Municipality of San Luis (the governing entity) and the several department and utilities.

Within this initial permit period, we will be preparing preliminary site plans to determine the highest and best use/layout of the Lot 5 property and frontage. We will also explore the various sales materials we intend to use, such as property informational brochures and media packages for the development. This pre-marketing focus will concentrate on our primary target markets of Southern California, Arizona, and Nevada, with exposure in the rest of the United States and Canada as we proceed further.

To further ensure success, the Company will continue to focus on the development of strong relationships with key property professionals (brokers, financial institutions, law firms, building contractors and suppliers, etc.). While we presently enjoy a good relationship with several governmental agencies, we will also be working quite diligently throughout the whole development process to further strengthen and expand our relationships with governmental agencies and political entities. Since we also understand and respect the Mexican culture, we foresee no obstacle in achieving strong and favorable relationships with the governing authorities.

The Company will create and maintain an image and presence in the industry as an honest and creative enterprise, characterized by ethics, integrity, and producing a quality of work that represents a real asset for clients and investors.

Long Term Business Goals

Throughout 2007 and thereafter, the Company's only primary goal is continue to manage the planned development of Lot 5 for success. The primary focus will be the monitoring of all required permits and the development layout.

Thereafter, preliminary talks with several local contractors will commence so that the Company will be in a position to move quickly to choose contractors for such items as roadwork, water, electricity, etc. Also, discussions with building suppliers will be taking place to again ensure that the Company will be in a position to act swiftly as the need arises for any given material.

The marketing material will be formulated as the final vision of Lot 5 becomes evident. The Company foresees the actual sale of the parcels occurring early-year, 2008. It is the Company's intention to be positioned to start actual sales by the third quarter of 2008 to either the general public or to other builders.

The overall development of Lot 5 is for a planned "destination" mixed-use development. This will combine oceanfront and ocean view single-family lots and multi-family parcels with a commercial core including hotels, restaurants, recreation features, and support retail shops. The goal is to create a "Five Star" development that will appeal to users/buyers of all ages from the United States, Canada, Mexico, and anywhere else.